Base Prospectus

"Novus"

Structured Issuance Programme

This document (as may be amended, updated and supplemented from time to time, this "**Base Prospectus**") constitutes a base prospectus for the purposes of Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**") relating to the issue of notes ("**Notes**") by certain of the Issuers (as defined in the Overview of the Programme) under the "Novus" Structured Issuance Programme (the "**Programme**"). The terms and conditions of the Notes shall be comprised of the Conditions (as defined in the Overview of the Programme) as replaced, supplemented or modified by the Additional Conditions set out in the related Issue Deed and disclosed in a series prospectus (the "**Series Prospectus**") prepared in connection with such Notes. For the avoidance of doubt, Notes will not be issued pursuant to final terms as provided for in Article 5(4) of the Prospectus Directive.

This Base Prospectus 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 Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") or other regulated markets for the purposes of Directive 2004/39/EC as amended, varied or replaced from time to time including through the implementation of Directive 2014/65/EU ("**MiFID**") or which are to be offered to the public in any Member State of the European Economic Area. The Central Bank has neither reviewed nor approved this Base Prospectus in relation to any other Obligations (as defined in the Overview of the Programme) of this Base Prospectus.

Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on its regulated market. There is no assurance that such application will be successful. The regulated market of Euronext Dublin is a regulated market for the purposes of MiFID. Notwithstanding the foregoing, Notes may be issued pursuant to the Programme which are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on its regulated market and/or listed on another stock exchange and/or admitted to trading on another market (which may or may not be regulated) and/or unlisted and/or not admitted to trading on any market, in each case as specified in the relevant Series Prospectus.

The Issuers will not issue any Notes having a denomination of less than EUR 100,000 (or its equivalent in any currency) under the Programme, unless such Notes (i) are not the subject of a public offer which requires the publication of a prospectus under the Prospectus Directive, and (ii) are not listed on the Official List of Euronext Dublin and are not admitted to trading on the regulated market of Euronext Dublin or on any other regulated market. References in this Base Prospectus to Notes being "listed" (and all related references) shall, unless the context otherwise requires, mean that such Notes have been admitted to trading on Euronext Dublin's regulated market and have been admitted to the Official List.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may, to the extent they are in bearer form, be subject to U.S. tax law requirements. The Notes may not at any time be offered, sold or, in the case of Bearer Notes, delivered within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S under the Securities Act ("**Regulation S**")), (b) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding, for the purposes of subsection (D) thereof, the exception for qualified eligible persons who are not Non-United States persons ("**CFTC Rule 4.7**")) or (c) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934 (the "**U.S. Credit Risk Retention Rules**")).

Copies of each Series Prospectus will be available at the specified office set out below of the Note Trustee and each of the Paying Agents. In addition, a copy of each Series Prospectus in respect of a Series admitted to trading on Euronext Dublin's regulated market will be filed with the Central Bank. In respect of any Issuer (as defined in the Overview of the Programme) incorporated in Ireland, a copy of this Base Prospectus will be filed with the Irish Companies Registration Office within 14 days of approval as required by the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) (the "**Irish Prospectus Regulations**").

Permanent Arranger and Permanent Dealer

Nomura International plc

NOMURA

11 July 2019

Responsibility: Each Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of each Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Nomura International plc accepts responsibility for the information contained under the heading "Nomura International plc" in Section 5: Arranger and Counterparty Disclosure. To the best of the knowledge and belief of Nomura International plc, having taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Nomura Financial Products Europe GmbH accepts responsibility for the information contained under the heading "Nomura Financial Products Europe GmbH" in Section 5: Arranger and Counterparty Disclosure. To the best of the knowledge and belief of Nomura Financial Products Europe GmbH, having taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Nomura Holdings, Inc. accepts responsibility for the information contained in Section 6: The Counterparty Guarantor. To the best of the knowledge and belief of Nomura Holdings, Inc. (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

To the fullest extent permitted by law, none of the Dealers or the Arrangers (other than in respect of Section 5: Arranger and Counterparty Disclosure and Section 6: The Counterparty Guarantor) or the Note Trustee or the Security Trustee accept any responsibility whatsoever for the Notes, the transaction documents (including the effectiveness thereof) or the contents of this Base Prospectus or for any other statement, made or purported to be made by an Arranger or a Dealer or the Note Trustee or the Security Trustee or on any of their behalves in connection with any Issuer or the issue and offering of the Notes. Each Arranger, each Dealer, the Note Trustee and the Security Trustee accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of the Notes, the transaction documents or this Base Prospectus or any such statement.

Exempt Offers: This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by certain terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer 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 and (in either case) published, all in accordance with the Prospectus Directive provided that any such prospectus has subsequently been completed by terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or terms, as applicable, and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

No Representations: No person has been authorised to give any information or to make any representations other than those contained in this Base Prospectus or any documents incorporated by reference herein in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any Issuer, any Dealer, any Arranger, the Note Trustee or the Security Trustee. Neither the delivery of this Base Prospectus nor any Series Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that:

(a) there has been no change in the affairs of any Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented; or

(b) that there has been no adverse change in the financial position of any Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented; or

(c) that any other information supplied in connection with the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

No Financial Review: None of the Dealers, the Arrangers, the Note Trustee or the Security Trustee undertakes to review the financial condition or affairs of any Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arrangers.

Base Prospectus Not an Offer: This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of, any Issuer or any Dealer to subscribe for, or purchase, any Notes.

Selling Restrictions: The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are to inform themselves about and to observe any such restrictions. The Notes have not been and will not be registered under the Securities Act and may include Notes in bearer form that are subject to U.S. tax law requirements. Notes may not at any time be offered, sold or, in the case of Notes in bearer form, delivered within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S), (b) not a Non-United States person (as defined in CFTC Rule 4.7, but excluding, for the purposes of subsection (D) thereof, the exception for qualified eligible persons who are not Non-United States persons) or (c) a U.S. person (as defined in the U.S. Credit Risk Retention Rules). Terms used above and not otherwise defined have the meanings given to them by Regulation S.

For a description of certain further restrictions on offers and sales of Notes and distribution of this Base Prospectus, see Section 12: Subscription and Sale.

Offers to Retail Investors in the EEA: Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Unless the next paragraph below applies, the Issuer will not issue Notes that are intended to be offered, sold or otherwise made available to any retail investor in the European Economic Area (an "**EEA Retail Investor**") which would require the publication of a key information document pursuant to Regulation (EU) No 1286/2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) (the "**PRIIPs Regulation**"). Consequently no key information document required by the PRIIPs

Regulation for offering or selling the Notes or otherwise making them available to EEA Retail Investors has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA Retail Investor may be unlawful under the PRIIPs Regulation.

Where the Issuer issues Notes with the intention to offer, sell or otherwise make Notes available to EEA Retail Investors, then the Additional Conditions shall specify such intent and the Issuer shall arrange for a key information document to be made available in compliance with the PRIIPs Regulation.

For the purpose of this section "*Offers to Retail Investors in the EEA*", "**EEA Retail Investor**" means a person who is: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; and/or (ii) a customer within the meaning of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and/or (iii) not a qualified investor as defined in the Prospectus Directive.

Summary Information: The information set forth herein, to the extent that it comprises a description of certain provisions of the documentation relating to the transactions described herein, is a summary and is not presented as a full statement of the provisions of such documentation. Such summaries are qualified by reference to and are subject to the provisions of such documentation.

Currency Symbols: In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**€**" and "**EUR**" are to the Euro, "**U.S.$**" and "**USD**" are to U.S. dollars, "**GBP**" and "**£**" are to pounds sterling and "**yen**" are to Japanese yen.

Stabilisation: In connection with the issue of any Series of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Series Prospectus may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action.

Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series and 60 days after the date of the allotment of the relevant Series. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

Prospective investors should have regard to the factors described under Section 1: Risk Factors.

TABLE OF CONTENTS

Page

OVERVIEW

This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference. The following overview does not purport to be complete and should be read in conjunction with the remainder of this Base Prospectus and, in relation to any particular Series of Notes, the relevant Series Prospectus and the terms of the relevant Issue Deed (as defined below) relating to such Notes.

For the purpose of construing this Base Prospectus as it relates to any particular Series of Notes (each as defined below), references to any relevant party are references to the entity acting as such in relation to that Series.

1 PARTIES TO THE PROGRAMME

1.1 The Issuers

Issuers that have acceded to the Programme can, *inter alia*, issue Series of Obligations under the Programme. The issuers that are party to the Programme as at the date of this Base Prospectus include Novus Capital p.l.c., Novus Capital Luxembourg S.A. and Oakdale Capital DAC. This Base Prospectus sets out the terms for issuances by Novus Capital p.l.c., Novus Capital Luxembourg S.A., acting on behalf, and for the account, of a particular Compartment (as defined in Section 4: Issuer Disclosure) and Oakdale Capital DAC (the "**Initial Issuers**" and each an "**Initial Issuer**"). The Initial Issuers are described more fully at Section 4: Issuer Disclosure. The other issuers and further issuers that from time to time accede to the Programme may either offer Notes pursuant to this Base Prospectus (in which case such other or further issuers will be described in an update to this Base Prospectus) or pursuant to a separate base prospectus or other offer document.

References to the "**Issuers**" in this Base Prospectus shall be construed as references to the Initial Issuers and such other or further issuers under the Programme that are to offer Notes pursuant to this Base Prospectus (updated as necessary) only. References to the "**Issuer**" in relation to any particular Series are to the issuer of such Series. Each Issuer will be solely responsible for the Notes issued by it and such Notes will not be the responsibility of any other Issuer or any other person.

1.2 The Note Trustee and the Security Trustee

In respect of each Series, the note trustee (the "**Note Trustee**") and security trustee (the "**Security Trustee**", and together with the Note Trustee, the "**Trustees**" and each a "**Trustee**") shall be specified in the Issue Deed (as defined below).

1.3 The Counterparties

In connection with each Series, the Issuer may enter into Derivative Agreements, Repurchase Agreements, Deposit Agreements and/or Securities Lending Agreements (each as defined below) with Nomura International plc, Nomura Financial Products Europe GmbH or any other entity, in each case as specified in the relevant Issue Deed, as counterparty (in such capacity, the "**Counterparty**").

1.4 The Arranger and Dealers

The Programme is arranged by Nomura International plc (the "**Permanent Arranger**"), which has agreed to fund certain general operating expenses of the Issuers.

In respect of each Series, Nomura International plc, Nomura Financial Products Europe GmbH or any other entity, in each case as specified in the relevant Issue Deed, acts as dealer (the "**Dealer**") and arranger (the "**Arranger**").

1.5 The Agents

In connection with each Series, the Principal Paying Agent, Acquisition and Disposal Agent, Custodian, Registrar and Transfer Agent (each as applicable) shall be specified in the Issue Deed.

2 NOTES AND OTHER OBLIGATIONS

The Issuers may from time to time issue Notes, *Schuldscheine* or other debt or payment obligations on limited recourse terms (together, the "**Obligations**") under the Programme. Obligations will be issued or created in series ("**Series**"). Each Series may be comprised of one or more tranches (the "**Tranches**") and/or classes ("**Classes**"). This Base Prospectus relates to the issuance of Notes by the Issuers only.

The principal amount outstanding of all Obligations issued or created from time to time by any Issuer under the Programme shall not exceed an amount agreed between such Issuer and the relevant Arranger (the "**Issuer Limit**"). The Issuer Limit in relation to each of the Initial Issuers is EUR 10,000,000,000. The Issuer Limit in respect of any Issuer may be varied from time to time by agreement with the relevant Arranger.

In connection with each Series, the Issuer of such Series will enter into an issue deed (the "**Issue Deed**"). The Issue Deed will incorporate specified master trust terms (the "**Trust Terms**" which, together with relevant Sections of the Issue Deed will comprise the "**Trust Deed**"). Each Series will be constituted and secured by such Trust Deed. Each Series of Notes will be issued on the base terms and conditions (the "**Conditions**") set out in this Base Prospectus, as replaced, supplemented and/or modified by the relevant additional conditions (the "**Additional Conditions**") as set out in the Issue Deed relating to such Notes.

Each Series will be obligations solely of the Issuer of such Series and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, and will not be guaranteed by, Nomura International plc, Nomura Financial Products Europe GmbH, Nomura Holdings, Inc. or any Trustee.

3 SERIES PROSPECTUS

Where any Series of Notes issued pursuant to this Base Prospectus is listed on the Official List of Euronext Dublin and admitted to trading on its regulated market (or are listed on another stock exchange, and admitted to trading on another regulated market), Notes will be issued under the Programme on the basis of a Series Prospectus, which must be read in conjunction with this Base Prospectus. Such Series Prospectus will be published by being made available as described in Section 13: General Information.

4 FORM OF NOTES

Notes may be issued in bearer form ("**Bearer Notes**") or in registered form (the "**Registered Notes**"). Each Tranche of Bearer Notes will be represented on issue by a temporary global note (each, a "**Temporary Global Note**") or a permanent global note (each, a "**Permanent Global Note**"). Registered Notes will be represented by registered global notes (each, a "**Registered Global Note**"), one Registered Global Note being issued in respect of each holder's entire holding of Registered Notes of one Series. Temporary Global Notes, Permanent Global Notes and Registered Global Notes (together, the "**Global Notes**") may, in certain limited circumstances, be exchangeable for Notes in definitive form ("**Definitive Notes**").

Notes may be issued in new global note ("**NGN**") form.

5 DERIVATIVE AGREEMENTS, REPURCHASE AGREEMENTS, DEPOSIT AGREEMENTS AND SECURITIES LENDING AGREEMENTS

In connection with each Series, any Issuer may enter into derivative agreements (each, a "**Derivative Agreement**"), sale-and-repurchase agreements (each a "**Repurchase Agreement**"), deposit agreements

(each a "**Deposit Agreement**") and/or securities lending agreements (each a "**Securities Lending Agreement**") with Nomura International plc, Nomura Financial Products Europe GmbH or any other person as may be specified in the applicable Issue Deed as Counterparty. Any Derivative Agreements, Repurchase Agreements, Deposit Agreements and/or Securities Lending Agreements are referred to in respect of each Series as "**Charged Agreements**". Any Counterparty may be guaranteed by one or more guarantors (each, a "**Counterparty Guarantor**") under a guarantee (a "**Counterparty Guarantee**").

The payment obligations of Nomura International plc and Nomura Financial Products Europe GmbH under the applicable Derivative Agreement will be unconditionally and irrevocably guaranteed by Nomura Holdings, Inc. pursuant to a guarantee issued by Nomura Holdings, Inc.

Derivative Agreements will be documented on the basis of one or more derivative confirmations and a 2002 ISDA Master Agreement (and Schedule thereto).

Repurchase Agreements will be documented on the basis of one or more repo confirmations and a TBMA/ISMA Global Master Repurchase Agreement (2000 version) (and Annex I thereto).

Deposit Agreements may be documented on the basis of one or more deposit confirmations and specified deposit terms.

Securities Lending Agreements will be documented on the basis of one or more loan confirmations and an ISLA Global Master Securities Lending Agreement (May 2000 version) (and Schedule thereto).

6 CURRENCY

Subject to compliance with all relevant laws, regulations and directives, each Series may be denominated in the currency of any country as may be agreed by the Issuer and the relevant Dealer(s) on a case by case basis.

7 STATUS AND LIMITED RECOURSE

Each Series of Notes will comprise secured, limited recourse obligations of the Issuer and will rank *pari passu* without any preference among themselves.

Claims in respect of any shortfall remaining after enforcement of the Security for any Series of Notes and application of the proceeds thereof in accordance with the Trust Deed and the Conditions (as replaced, supplemented and/or modified by the relevant Additional Conditions) shall be extinguished and failure by the Issuer to make any payment in respect of any such shortfall shall in no circumstances constitute an Event of Default under such Series or under any other Series.

8 SECURITY

The obligations of the Issuer in respect of each Series of Notes, any Charged Agreement and any other document relating to the issue of such Series of Notes (each an "**Issue Document**") will be secured by, *inter alia*, a charge, assignment, pledge or other security interest (the "**Security Interests**") in favour of the Security Trustee over the assets of the Issuer specified as such in the relevant Additional Conditions (the "**Collateral Assets**"), the Issuer's rights under each Charged Agreement and all other assets and/or rights of the Issuer which are specified to be the subject of the security (the "**Security**") in respect of that Series (together, the "**Charged Assets**"). The secured creditors in respect of a Series of Notes (the "**Secured Creditors**") comprise the Security Trustee, the Note Trustee, each Counterparty, the holders of the Series and, in relation to any reimbursements of advances made pursuant to the Agency Agreement or the Custody Agreement, the Principal Paying Agent or Registrar, as applicable, the Custodian and any other relevant Paying Agent. For a detailed summary of the security provisions, see Section 8: Trust Terms.

9 INTEREST

Each Series will bear interest, if any, as specified in the Additional Conditions.

10 REDEMPTION

The redemption amounts payable in respect of each Series may be par or set by reference to an index or formula or as otherwise provided in the relevant Additional Conditions.

The Additional Conditions for each Series will state whether such Series may be redeemed prior to its stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Any Series may be redeemed prior to its stated maturity on termination of any Charged Agreement or on imposition of any tax in respect of payments under any Charged Assets relating to such Series or in respect of the income of the Issuer.

11 RATING

Any Series may be rated. The credit ratings included or referred to in this Base Prospectus will be treated for the purposes of Regulation (EC) No 1060/2009 on credit rating agencies (the "**CRA Regulation**") as having been issued by Moody's Investors Service. Inc. ("**Moody's**") and/or S&P Global Ratings, a division of S&P Global Inc. ("**S&P**") and/or Fitch Ratings Limited ("**Fitch**"). Fitch is established in the European Union and has been registered in accordance with the CRA Regulation. S&P and Moody's are not established in the European Union and have not applied for registration under the CRA Regulation, as set out in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (the "**ESMA**"). In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union (an "**EU CRA**") and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. The EU affiliates of S&P and Moody's are registered EU CRAs on the official list, available at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs. The ESMA has approved the endorsement by such EU affiliates of credit ratings issued by S&P and Moody's. Accordingly, credit ratings issued by S&P and Moody's may be used for regulatory purposes in the EU. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to any Series may adversely affect the market price of any Series.

12 TAX

Payments of principal and interest in respect of any Series will be made subject to withholding tax (if any) applicable to such Series without the Issuer being obliged to pay further amounts as a consequence. See Section 11: Taxation for more information.

13 GOVERNING LAW

The governing law of each Series of Notes, as well as of each of the relevant Issue Deed and Trust Deed, will be English law. The Issuer may, in respect of a Series of Notes, grant additional security which may be governed by a law other than English law.

14 LISTING AND ADMISSION TO TRADING

Notes may be admitted to the Official List of Euronext Dublin and to trading on its regulated market or as otherwise specified in the relevant Series Prospectus. Alternatively, a Series, Tranche or Class may be unlisted, or may be listed on one or more stock exchanges other than Euronext Dublin.

15 USE OF PROCEEDS

The net proceeds of issue of each Series will be used by the Issuer in:

(a) acquiring the relevant Collateral Assets specified in the Issue Deed and identified in the Additional Conditions, which shall form all or part of the Charged Assets on the date of issue of such Notes; and/or

(b) making payments to the Counterparty under any Charged Agreement.

The expenses for each issue of Notes will be identified in the relevant Series Prospectus.

16 RISK FACTORS

The purchase of Notes may involve substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. See Section 1: Risk Factors for further information.

SECTION 1: RISK FACTORS

The following is a summary and is not intended to be an exhaustive description of all of the risks and investment considerations. Each prospective investor must determine, based on its own independent review and on the basis of professional legal advice that its acquisition of the Notes:

(a) is fully consistent with its financial needs, objectives and condition;

(b) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it; and

(c) is a fit, proper and suitable investment for it.

Each prospective purchaser of Notes is solely responsible for making its own independent appraisal of all such matters in determining whether to purchase Notes.

The following factors may reduce the return on the Notes and could result in the loss of all or a portion of an investor's investment in the Notes.

References below to "the Issuer" are, unless where specified, to the issuer of the relevant Notes.

1 RISKS RELATING TO THE NOTES

1.1 Limited Recourse

The Notes will be limited recourse obligations of the Issuer secured on the Charged Assets and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. The Issuer is a special purpose company established, *inter alia*, for the purpose of issuing the Notes. The holders of the Notes will have no recourse to the Issuer beyond the moneys derived by or on behalf of the Issuer in respect of the Charged Assets. Any shortfall on realisation of the Security will be borne by the holders of the Notes.

Further, neither the Note Trustee nor the Security Trustee nor the holders of the Notes will be entitled at any time to petition or take any other step for the winding-up of, or the appointment of an examiner to, the Issuer. No person other than the Issuer will be obliged to make payments on the Notes.

1.2 No representation or warranty

None of the Counterparties, any Counterparty Guarantor, the Trustees or the Issuer or any of their respective directors, officers or employees makes any representation or warranty in relation to the creditworthiness of any company or other entity in respect of any securities designated from time to time as forming part of the Charged Assets.

1.3 Reliance on creditworthiness of other parties

The ability of the Issuer to meet its obligations under the Notes will depend on each Counterparty and/or any Counterparty Guarantor performing its obligations under each Charged Agreement. Consequently, the Issuer is exposed to the ability of each Counterparty and any Counterparty Guarantor to perform their obligations under the Charged Agreements.

The receipt by the Issuer of payments under any Charged Agreement may also be dependent on the timely payment by the Issuer of its obligations under such agreement and any other relevant agreement. The ability of the Issuer to make timely payment of its obligations under any Charged Agreement may depend on receipt by it of the scheduled payments under the Collateral Assets. Consequently, the Issuer is also exposed to the ability of the obligors of the Collateral Assets to perform their respective payment obligations under such Collateral Assets.

The enforcement of the Issuer's rights under any Charged Agreement or Collateral Assets may be prevented or rendered more difficult or subject to delay as a result of mandatory provisions of any applicable insolvency regime. In the event of the insolvency of any Secured Creditor (including any Counterparty), a relevant insolvency official may seek to interfere with the disposition of any of the Issuer's assets. In particular, the purported subordination of a Counterparty on its insolvency may not be enforceable.

The ability of the Issuer to meet its obligations in respect of a Series and/or to remain solvent may be impaired if, in the event of the insolvency of the Permanent Arranger, the Issuer's operating expenses remain unpaid by the Permanent Arranger and the holders of the Notes do not elect to fund the payment of such fees and expenses.

The Collateral Assets will, unless otherwise provided in the Issue Deed, be held in an account of, and in the name of, the Custodian. It may be difficult to access the Collateral Assets in the event of the insolvency of the Custodian. Where the Charged Assets consist of assets other than securities, they may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Security Trustee. The Custodian will hold any cash as banker and as a result, holders of Notes will be exposed to the credit risk of the Custodian in respect of such cash. The Custodian may be responsible under the Custody Agreement for receiving payments on the Collateral Assets and remitting them to the relevant other creditors or the Principal Paying Agent, as the case may be.

Neither the Note Trustee nor the Security Trustee is obliged to take any action in relation to the Notes (including in relation to the enforcement of the Security for the Notes) unless instructed to do so in writing by the holders of the Notes or the Controlling Secured Creditor and unless indemnified and/or secured and/or pre-funded to its satisfaction. Holders of Notes are obliged to enforce their rights through the Note Trustee and are accordingly exposed to the willingness of the Note Trustee to exercise such rights and/or their ability or competence to do so, even if properly instructed and indemnified. In some circumstances the holders of the Notes or the Controlling Secured Creditor may take action in respect of the Notes in the name of the Note Trustee or Security Trustee, as applicable, in the event that the Note Trustee or Security Trustee has failed to act within 30 calendar days of becoming bound to do so.

The insolvency of any Agent (in particular the Calculation Agent) may lead to delay in making determinations. Lack of access to any proprietary indices or a failure to maintain or disclose appropriate records may give rise to difficulties in valuing the Series or determining termination payments in respect of any Derivative Agreement.

1.4 Subordination of the Notes to payments under the Charged Agreements

If "Counterparty Priority" or "Modified Counterparty Priority" is specified in the relevant Additional Conditions then on an enforcement of the Security granted by the Issuer in favour of the Security Trustee, the rights of the holders of the Notes to be paid amounts due under the Notes may be subordinated to payments due to each Counterparty on termination of each Charged Agreement. The rights of the holders of Notes to be paid amounts due under the Notes will in all circumstances be subordinated to all amounts due and payable to, amongst others, the Note Trustee and the Security Trustee including expenses incurred in the enforcement of the Security, and to fees, costs and expenses incurred by the Principal Paying Agent, Custodian, Registrar, Paying Agents, Transfer Agents and other agents.

1.5 Early termination of a Charged Agreement

If any Charged Agreement (or any transaction entered thereunder) is terminated and not replaced, the Notes will be subject to early redemption.

If there is an early termination of a Charged Agreement, the relevant Issuer, or the relevant Counterparty, may be liable to make a termination payment to the other (if applicable, regardless of which of such parties may have caused such termination). Such termination payment may be calculated by the relevant Counterparty and may take into account, without limitation, loss of bargain, cost of funding and the cost of terminating, liquidating, obtaining or re-establishing any relevant hedge. Alternatively, the Counterparty may determine such termination payment by reference to market quotations obtained from dealers; such quotations may be unreasonable or may not reflect the intrinsic value of the relevant transaction. Where such termination payment falls to be made by the Issuer or, following enforcement of the Security, by a Trustee, costs may be incurred in relation to the appointment of a third party agent for the purpose of determining such termination payment. Where the Issuer, a Trustee or any relevant agent seek market quotations, such quotations may not be reasonable or may reflect the nature of the Issuer as a limited recourse counterparty.

If there is an early termination of a Charged Agreement and a resulting early redemption of the Notes then regardless of which party makes the determination of the termination payment (if any) there is no assurance that the proceeds from the Collateral Assets plus or minus, as the case may be, such termination payment will be sufficient to repay the principal amount due to be paid in respect of the Notes and any other amounts due in respect thereof.

1.6 Early redemption for Mandatory Redemption Events

The Issuer will, if:

(a) any of the Collateral Assets become repayable prior to their scheduled maturity for any reason;

(b) there is a payment default in respect of any Collateral Asset;

(c) any of the transactions or series of transactions entered into pursuant to a Charged Agreement is or are terminated prior to its scheduled maturity date and is not replaced;

(d) an event occurs whereby the currency in which the obligor of the Collateral Assets pays or is required to pay interest or principal on the Collateral Assets or any Counterparty to the Charged Agreement pays or is required to pay amounts due thereunder is redenominated, substituted or otherwise changed from its originally scheduled currency and amendments to the terms of the Conditions of the Notes and/or the Charged Agreement proposed by the Counterparty to preserve the economic effect of the Notes are not agreed within 60 calendar days as between the Counterparty, the Issuer and the holders of the Series; or

(e) as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring or resolution law or regulation applicable to any relevant obligor and certain binding changes are made with respect to the relevant Collateral Assets (including, without limitation, a reduction in the rate or amount (as applicable) of interest, principal or premium payable when due, a postponement or other deferral of the date or dates for payment of interest, principal or premium, a change in the ranking in priority of payment of any obligation causing subordination of such Collateral Assets, a mandatory change to the beneficial holders of the Collateral Assets, or a mandatory cancellation, conversion or exchange) and amendments to the terms of the Conditions of the Notes and/or the Charged Agreement proposed by the Counterparty to preserve the economic effect of the Notes are not agreed within 60 calendar days as between the Counterparty, the Issuer and the holders of the Series,

and upon giving notice to the holders, redeem the Notes prior to the Maturity Date. In such circumstances, the Early Redemption Amount may be less than the original purchase price and could be as low as zero.

Following early redemption of the Notes, the holders of the Series may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate or yield on the Notes

being redeemed and may only be able to do so at a significantly lower rate. Investors in the Notes should consider such reinvestment risk in light of other investments available at that time.

1.7 Early redemption for tax

The Issuer may, for specified tax reasons, upon giving notice to holders, redeem the Notes prior to the Maturity Date. In such circumstances, the Early Redemption Amount may be less than the original purchase price and could be as low as zero.

Following early redemption of the Notes, the holders of the Series may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate or yield on the Notes being redeemed and may only be able to do so at a significantly lower rate. Investors in the Notes should consider such reinvestment risk in light of other investments available at that time.

1.8 Early redemption at the option of the Issuer

The Notes may be redeemed early at the option of the Issuer if, and during the period, specified in the Conditions. This feature is likely to limit their market value.

1.9 No tax gross-up

Payments on the Notes will be made subject to withholding tax (if any) applicable to the Notes, without the Issuer being obliged to pay any additional amounts in respect of the Notes.

1.10 U.S. tax law

Under U.S. tax legislation commonly referred to as the Foreign Account Tax Compliance Act, non-U.S. legislation enacted in furtherance of an intergovernmental agreement in respect of such U.S. tax legislation or an agreement entered into with a taxing authority in respect of such U.S. legislation (collectively referred to as "**FATCA**"), an Issuer (or the financial institution, broker, agent or other intermediary (collectively, "**Intermediaries**") through which a beneficial owner of a Note purchases or holds its Note) may be required to deduct a withholding tax of up to 30 per cent. on payments to holders of the Series that do not comply with the relevant requirements under FATCA. To the extent withholding is required, the tax may apply to payments on a Note made since 1 July 2014, and to proceeds from the disposition of a Note on or after 1 January 2019, depending on the particular circumstances of the relevant Issuer, the Note, an Intermediary, and the holders of the Series or beneficial owners thereof. No Issuer will make any additional payments to compensate a holder or beneficial owner for any amounts deducted pursuant to FATCA. It is also possible that FATCA may require an Issuer or Intermediary to redeem early Notes held by certain holders of the Series and beneficial owners. The proceeds from any such redemption may be an amount less than the then current fair market value of the Notes.

Very generally, FATCA imposes a 30 per cent. withholding tax on certain payments to certain non-U.S. financial institutions (including entities such as the Issuers) that do not enter into, and comply with, a reporting and withholding agreement with the U.S. Internal Revenue Service ("**IRS**") or, if applicable, that fail to comply with provisions of local law intended to implement an intergovernmental agreement entered into in connection with FATCA. To avoid the withholding tax, each Issuer intends to either enter into, and comply with, an agreement with the IRS (an "**FFI Agreement**") or comply with provisions of local law intended to implement an intergovernmental agreement entered into in connection with FATCA.

Under an FFI Agreement, it is expected that an Issuer will be required to (i) obtain (or effectively cause an Intermediary to obtain) information regarding each holder or beneficial owner of its Notes as is necessary to determine which, if any, such holders of the Series or beneficial owners are U.S. persons or U.S. owned foreign entities, (ii) provide (or effectively cause an Intermediary to provide) to the applicable taxing authority identifying and financial information with respect to holders of the Series and beneficial owners of Notes that are U.S. persons and certain holders of the Series and

beneficial owners of Notes that are U.S. owned foreign entities and (iii) comply with withholding and other requirements. In addition, an Issuer will be required to withhold (or effectively cause an Intermediary to withhold) 30 per cent. on payments (including the proceeds from a sale) made to (i) a holder that fails to properly comply with the Issuer's or Intermediary's requests for valid and correct U.S. tax certifications and identifying information or a waiver of non-U.S. law prohibiting the reporting of such information or (ii) a holder that is itself a "foreign financial institution" (as defined under FATCA) and does not have in place an effective FFI Agreement (together, "**Recalcitrant holders of the Series**"), unless such holder is exempt from the requirement to enter into an FFI Agreement.

In lieu of entering into an FFI Agreement, an Issuer may become subject to provisions of local law intended to implement an intergovernmental agreement ("**IGA**") entered into in connection with FATCA. The IGA is of a type commonly known as a "model 1" agreement. Ireland and Luxembourg have each entered into a "Model 1" IGA with the U.S. in respect of FATCA.

Under the Ireland-U.S. IGA, Irish Issuers will not be required to enter into an agreement with the IRS, but would instead be required to register with the IRS to obtain a Global Intermediary Identification Number and comply with the Financial Accounts Reporting (United States of America) Regulations 2014, as amended, the Irish legislation implemented to give effect to the Ireland-U.S. IGA (the "**Irish Regulations**"). The Irish Regulations require Irish Issuers to report account information directly to the Irish taxing authorities, which will forward such information to the IRS under the terms of the IGA. Withholding will not be imposed on payments made to Irish Issuers unless the IRS has specifically listed an Irish Issuer as a non-participating financial institution. In addition, an Irish Issuer will not be required to withhold on payments it makes unless such Irish Issuer has otherwise assumed responsibility for withholding under U.S. tax law.

Under the Luxembourg-U.S. IGA, the Luxembourg Issuer would be required to report account information directly to the Luxembourg tax authorities, which will forward such information to the IRS under the terms of the Luxembourg-U.S. IGA.

No amounts deducted from payments to a Recalcitrant holder in connection with FATCA will be grossed-up. Because holders of the Series of Notes that are non-U.S. financial institutions and that are not FATCA compliant may also be subject to withholding on payments made by the Issuer, payments to beneficial owners that hold their Notes through such a non-U.S. financial institution may be reduced to reflect such withholding taxes. There can be no assurance that (i) payments to the Issuers in respect of their assets, including the Charged Assets or (ii) payments on an Obligation will not be subject to withholding under U.S. tax law or FATCA. If payments to any Issuer in respect of its assets, including the Charged Assets are subject to withholding, this will result in the early redemption of the Notes in the manner described in Condition 5.2 (*Tax event*). In addition, even if a beneficial owner of a payment complies with requests for identifying information, the ultimate payment to such beneficial owner could be subject to withholding if an Intermediary is subject to withholding for its failure to comply with FATCA.

The provisions of FATCA are particularly complex. Nothing in this paragraph 1.10 constitutes tax advice and holders of the Series are not entitled to rely on any provision set out in this paragraph 1.10 for the purposes of making any investment decision, tax decision or otherwise. Each investor should consult its own tax adviser to obtain a more detailed explanation of the FATCA provisions and to learn how this legislation might affect it in its particular circumstance.

1.11 The Proposed Financial Transaction Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France,

Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

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

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

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

1.12 Modification and waiver

The Trust Terms contain provisions for calling meetings of holders of Notes to consider matters affecting their interests generally, including modifications to or waivers of the terms of the Notes. These provisions permit defined majorities to bind all such holders including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.

The Trust Terms also provide that:

(a) (i) the Note Trustee may, without the consent of holders of Notes, and (ii) the Security Trustee shall, if it has been so directed by the Controlling Secured Creditor, agree to the waiver or authorisation of any breach or proposed breach by the Issuer of any of the terms of the Series or any Issue Document;

(b) the Note Trustee may determine without the consent of holders of Notes that any Event of Default or Potential Event of Default shall not be treated as such; and

(c) each Trustee may, in certain circumstances, agree to the making of modifications to the terms of the Series or any Issue Document.

1.13 Market, liquidity and yield considerations

Notes may not have an established trading market when issued. There can be no assurance of a secondary market for any Notes or the liquidity of such market if one develops. Consequently, investors may not be able to sell their Notes readily or at prices that will enable them to realise a yield comparable to that of similar instruments, if any, with a developed secondary market.

1.14 Legality of purchase

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

1.15 No investigations

No investigations, searches or other enquiries have been made by or on behalf of the Issuers or any Trustee (including for the avoidance of doubt, by any Arranger, Dealer, Acquisition and Disposal Agent or any other Agent of the Issuer, and any person acting on their behalf) in respect of the Collateral Assets. No representations or warranties, express or implied, have been given by any Issuer, Arranger, Dealer, Trustee or any other person on their behalf in respect of the Collateral Assets.

1.16 Collateral Assets

Holders of Notes may be exposed to the market price of the Collateral Assets. The Issuer may have to fund its payments by the sale of the Collateral Assets at a market value and the nominal amount of the Collateral Assets will be reduced by the principal amount of the Collateral Assets sold. The market price of the Collateral Assets will generally fluctuate with, among other things, the liquidity and volatility of the financial markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the Issuer of the Collateral Assets. Holders of Notes may be exposed to the risk that some or all of the Collateral Assets cannot be sold. Other risks with respect to the Collateral Assets include risks of unenforceability of transaction documentation and/or security interest documentation with respect to the Collateral Assets, as well as regulatory, force majeure, fraud or other risks that may not be apparent to an investor at the Trade Date or Issue Date of the relevant Series.

The Dealer(s) and Arranger(s) may have acquired, or during the terms of the Notes may acquire, confidential information with respect to any Collateral Assets and none of them shall be under any duty to disclose such confidential information to any holder of Notes.

1.17 Custody arrangements

The Issuer may, from time to time, deposit cash into one or more Custody Cash Accounts with the Custodian. Any cash so deposited and any cash received by the Custodian for the account of the Issuer in relation to the Notes will be held by the Custodian as banker and not as trustee and will be a bank deposit. As a result, the cash will not be held in accordance with the client money rules as set out in the FCA rules and the Issuer will rank as a general unsecured creditor of the Custodian with no entitlement to share in any distribution under the client money distribution rules as set out in the FCA rules. The Custodian will not segregate the Issuer's money from its own and shall not be liable to account to the Issuer for any profits made by the Custodian's use as banker of such cash. Such deposits may not be covered by the United Kingdom's Financial Services Compensation Scheme.

Where the Collateral Assets are held by a Sub-custodian on behalf of the Custodian they will be held pursuant to separate agreements which may vary in relation to any particular Custodian and/or Sub-custodian and which may not be governed by English law and Security Interests (if any) in respect of the Collateral Assets may be created pursuant to separate agreements which may not be governed by English law. The Custodian will not necessarily be responsible for the acts, omissions, insolvency or dissolution of a Sub-custodian.

1.18 Credit ratings

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. 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.

1.19 Denomination/Minimum Principal Amount

Notes will be in such denominations as may be specified in the relevant Additional Conditions. In relation to any issue of Notes which have a denomination consisting of a minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the Specified Denomination (or its equivalent) that are not integral multiples of the Specified Denomination. In such a case, a holder who, as a result of trading such amounts, holds a principal amount of less than the Specified Denomination will not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

1.20 Benchmarks and the risk of an Administrator/Benchmark Event

Reference rates and indices, including interest rate benchmarks such as the London Interbank Offered Rate ("**LIBOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**") have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform (including, in the European Union, through implementation of the "Benchmark Regulation" (Regulation (EU) 2016/1011), which came into force on 1 January 2018) and changes to existing Benchmarks, with further changes expected.

Determining the occurrence of an Administrator/Benchmark Event

If a Series or the Collateral Assets in respect of a particular Series reference a Benchmark, there is a risk that an Administrator/Benchmark Event may occur in respect of such Benchmark. An Administrator/Benchmark Event is expected to occur if (A) the Benchmark has ceased or will cease to be provided indefinitely, (B) if the administrator of the Benchmark ceases to have the necessary authorisations and as a result it is not permitted under applicable law for one or more persons to perform their obligations under the Notes and/or any hedge transactions entered into by the Counterparty, (C) the Benchmark is, with respect to over-the-counter derivatives transactions which reference such Benchmark, the subject of any market-wide development pursuant to which such Benchmark is replaced with a risk-free rate (or near risk-free rate) or (D) the supervisor of the administrator of the Benchmark, or another official body with applicable responsibility, makes an official statement with effect from a date after 31 December 2021, that such Benchmark is no longer representative. There is no certainty as to when an Administrator/Benchmark Event may occur. Whether an Administrator/Benchmark Event has occurred will be determined by the Calculation Agent.

Investors should be aware that a change (whether material or not) to the definition, methodology or formula for a Benchmark, or other means of calculating such Benchmark will not, unless otherwise specified in the applicable Conditions, constitute an Administrator/Benchmark Event. Each holder of Notes will bear the risks arising from any such change and will not be entitled to any form of compensation as a result of any such change.

Consequences of the occurrence of an Administrator/Benchmark Event

If the Calculation Agent determines that an Administrator/Benchmark Event has occurred in respect of a relevant Benchmark which the Notes reference, the Calculation Agent will (in its discretion) attempt to (A) identify an alternative Benchmark, (B) calculate an adjustment spread that will be applied to the alternative Benchmark (an "**Adjustment Spread**") and (C) determine such other amendments which it considers are necessary or appropriate in order to account for the effect of the replacement of the Benchmark with an alternative Benchmark (as adjusted by the Adjustment Spread) which would have the effect of substantially preserving the economic effect to the holders of the Notes and the Counterparty. In making such a determination, the Calculation Agent may face a conflict of

interest between the interests of the holders of the Notes and the interests of the Counterparty. In such circumstances, it shall not be obliged to act solely in the interests of the holders of the Notes.

Investors should be aware that (i) the application of any alternative Benchmark could result in a lower amount being payable to holders of Notes than would otherwise have been the case and (ii) the application of any alternative Benchmark and any consequential amendments shall be effected without requiring the consent of the holders of the Notes.

In certain circumstances, the Calculation Agent may be unable or unwilling to determine an alternative Benchmark. If this occurs, the Notes will be the subject of an early redemption and shall redeem at their Early Redemption Amount and no other amount (including any suspended amounts or any interest thereon) shall be payable or deliverable in respect of the Notes. There is no assurance that an alternative Benchmark will be determined by the Calculation Agent.

If the Calculation Agent determines that an Administrator/Benchmark Event has occurred in respect of a Benchmark which the Collateral Assets reference, the Calculation Agent may deliver a notice to the Issuer requiring it to (i) amend the terms of the Notes or (ii) redeem the Notes. Such amendments may result in an interest amount and/or principal amount payable pursuant to the Notes being increased or decreased. Consequently, amendments made as a result of an Administrator/Benchmark event in respect of a Benchmark which the Collateral Assets reference may not be beneficial to the Noteholders.

Determination of alternative Benchmark and any Adjustment Spread

When identifying alternative Benchmarks, the Calculation Agent may only have regard to (A) any alternative specified in the applicable Additional Conditions or (B) Benchmarks that are recognised or acknowledged as being industry standard replacements for over-the-counter derivative transactions. If both an alternative Benchmark is specified in the applicable Additional Conditions and an industry standard replacement Benchmark exists, the alternative Benchmark specified in the Additional Conditions will take precedence.

The Adjustment Spread shall (I) take account of any transfer of economic value that would otherwise arise as a result of replacing the relevant Benchmark, including any transfer of economic value from the Issuer to the Counterparty (or vice versa) as a result of any changes made to the Charged Agreement(s) as a consequence of such replacement and (II) reflect any losses, expenses and costs that have been or that will be incurred by Counterparty as a result of entering into, maintaining and/or unwinding any transactions to hedge the Counterparty's obligations under the transactions, which actions arose from the replacement under the Notes of the Relevant Benchmark with the Replacement Benchmark. The spread may be positive, negative or zero or determined pursuant to a formula or methodology.

1.21 The discontinuation of LIBOR

On 27 July 2017, the Chief Executive of the UK Financial Conduct Authority (the "**FCA**"), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. On 12 July 2018, the Chief Executive of the FCA reiterated the need for firms to transition away from LIBOR before the end of 2021. Consequently, it is possible that the panels which contribute to the determination of LIBOR will shrink such that the FCA no longer considers the relevant rate capable of being representative.

There is a significant risk that, following such a reduction in contributors after 2021, LIBOR will cease to be an appropriate Benchmark to reference in financial products such as the Notes. For example, LIBOR may provide a lower rate when compared to similar market conditions in effect prior to 2021, LIBOR may become more volatile and there may also be a risk that the Notes would be frustrated due to the inability to determine the amount payable in respect of the Notes.

Recent correspondence from regulatory and advisory bodies suggest that, in respect of LIBOR, the FCA may make an announcement that it considers that LIBOR is no longer capable of being representative and, if such an announcement is made, fallbacks should apply in financial products which reference LIBOR. Consequently, such a regulatory announcement may constitute an Administrator/Benchmark Event (see the risk factor titled "Risks relating to the Notes – Benchmarks and the risk of an Administrator/Benchmark Event" above for a description of the risks relating to the occurrence of an Administrator/Benchmark Event).

1.22 EURIBOR and related reforms

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate ("**€STR**") as the new risk-free rate. €STR is expected to be published by the ECB on 2 October 2019. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds referencing EURIBOR and EONIA). The guiding principles indicate, among other things, that continuing to reference EURIBOR or EONIA in relevant contracts may increase the risk to the euro area financial system. Related to this the EONIA overnight interest rate is to be reformed to refer to €STR plus a fixed spread from 2 October 2019 and it is proposed EONIA will cease at the end of 2021.

1.23 Modifications upon a Regulatory Requirement Event or Sanctions Event

The Issuer must implement certain modifications ("**Regulatory Modifications**") to the Conditions or an Issue Document, without the requirement for the consent of either Trustee or holders of Notes, if, broadly, such modifications are required for the Issuer or any Transaction Counterparty or the Notes or any Issue Document to comply or to continue to comply with certain regulatory or sanctions related requirements in respect of the Notes, any Issue Documents or the continuing business of the Issuer or a Transaction Counterparty. Such Regulatory Modifications may only be made without the consent of the Trustees or holders of Notes if certain criteria set out in the Conditions are satisfied, including that such Regulatory Modifications will not materially alter the economic substance of the scheduled payments under the transaction constituted by the Conditions or the Issue Document when considered as a whole, and will not result in the Issuer incurring any material liability or expense (whether by way of tax or otherwise). However, Regulatory Modifications need not be beneficial to the Issuer or holders of Notes and could put the Issuer (and, indirectly, the holders of Notes) in a position that is less advantageous than the position it had immediately prior to effecting such Regulatory Modifications.

2 RISK FACTORS RELATED TO CREDIT-LINKED NOTES

The following risk factors apply in relation to Notes, repayments of principal and/or payments of interest that are linked to one or more "Reference Entities" and/or "Reference Obligations".

2.1 Credit risk on Reference Entities

In relation to a Series which is credit-linked and cash settled, the occurrence of a "Credit Event" in relation to any Reference Entity from time to time may result in a redemption of the Notes in a reduced principal amount or at zero, and, (if applicable) in a reduction of the amount on which interest is calculated. In relation to a Series which is credit-linked and physically settled, the occurrence of a Credit Event may result in the redemption of the Notes by delivery of certain direct or indirect obligations of the affected Reference Entity, which obligations are likely to have a market value which is substantially less than their par amount.

Investors in the Notes are accordingly exposed, as to both principal and (if applicable) interest, to the credit risk of the Reference Entity or Reference Entities. The maximum loss to an investor in the Notes is 100 per cent. of their initial principal investment, together with (if applicable) any interest amounts.

2.2 Credit observation period

Where Notes are credit-linked Notes, holders of the Notes may suffer a loss of some or all of the principal amount of the Notes in respect of one or more Credit Events that occur on or after the date falling 60 days prior to the Trade Date. Neither the Calculation Agent, the Issuer nor any of their respective affiliates has any responsibility to avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date (being a date specified in the Additional Conditions and being, generally, the date on which the initial investor(s) in any Series of Notes commit to purchase such Notes) or the Issue Date.

2.3 Increased credit risk in "nth-to-default", leveraged or tranched credit-linked Notes

Where the Notes are "nth-to-default", leveraged or tranched credit-linked Notes, the Notes will be subject to redemption as described above upon the occurrence of a Credit Event in relation to the nth Reference Entity or upon exhaustion of the subordination.

2.4 Concentration of credit risk

Where the Notes are "nth-to-default" or "basket" credit-linked Notes, the credit risk to investors in the Notes may be increased, amongst other things, as a result of the concentration of Reference Entities in a particular industry sector or geographic area, or the exposure of the Reference Entities to similar financial or other risks.

2.5 Rights of the Counterparty and Calculation Agent

The Counterparty will exercise its rights under the terms of the Notes and the Derivative Agreement, including in particular the right to designate a Credit Event and the right to select obligations of the affected Reference Entity for valuation or delivery, in the interests of itself and of its affiliates, and not in the interests of investors in the Notes. The exercise of such rights in such manner, for example by the selection of the eligible obligation of the Reference Entity having the lowest possible market value, may result in an increased credit loss for holders of the Notes.

In making any determinations expressed to be made by it, for example as to substitute "Reference Obligations" or "successors", the Calculation Agent is under no obligation to the holders of the Notes, and will not be liable to account for any profit or other benefit which may accrue to it as a result of such determination.

2.6 Actions of Reference Entities

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of the Notes. The views of market participants and/or legal counsel may differ as to how the terms of market standard credit default swaps, and corresponding terms of the Notes and the Derivative Agreement, should be interpreted in the context of such actions, or such terms may operate in a manner contrary to the expectations of market participants and/or adversely to the interests of holders of the Notes. Holders of the Notes should be aware that the Reference Entities to which the value of the Notes is exposed, and the terms of such exposure, may change over the terms of the Notes.

2.7 Deferral of payments

In certain circumstances - for example where a Credit Event has occurred and the related credit loss has not been determined as at the relevant date for payment, or, if applicable, where a potential Credit Event exists as at the scheduled maturity of the Notes, payment of the redemption amount of the

Notes and/or interest on the Notes may be deferred for a material period in whole or part without compensation to the holders of the Notes.

2.8 Credit Derivatives Determinations Committee and Market Auctions

The institutions on the Credit Derivatives Determinations Committee owe no duty to the holders and have the ability to make determinations that may materially affect the holders, such as the occurrence of a Credit Event or a succession event. The Credit Derivatives Determinations Committee will be able to make determinations without action or knowledge of the holders.

Holders of the Series will have no role in the composition of the Credit Derivatives Determinations Committee. Separate criteria apply with respect to the selection of dealer and non-dealer institutions to serve on the Credit Derivatives Determinations Committee and the holders will have no role in establishing such criteria. In addition, the composition of the Credit Derivatives Determinations Committee will change from time to time in accordance with the rules, as the term of an institution may expire or an institution may be required to be replaced. The holders will have no control over the process of selecting institutions to participate on the Credit Derivatives Determinations Committee and, to the extent provided for in the Notes will be subject to the determinations made by such selected institutions in accordance with the rules.

Holders of the Series will have no recourse against either the institutions serving on the Credit Derivatives Determinations Committee or the external reviewers. Institutions serving on the Credit Derivatives Determinations Committee and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on the Credit Derivatives Determinations Committee do not owe any duty to the holders and the holders will be prevented from pursuing claims with respect to actions taken by such institutions under the rules.

Holders of the Series should also be aware that institutions serving on the Credit Derivatives Determinations Committee have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the Credit Derivatives Determinations Committee is not obligated to follow previous determinations and, therefore, could reach a conflicting determination on a similar set of facts. If the Issuer or the Calculation Agent or any of their respective affiliates serve as a member of the Credit Derivatives Determinations Committee at any time, then they will act without regard to the interests of the holders.

The Calculation Agent or any of its affiliates may serve as a member of the Credit Derivatives Determinations Committee and, in such case, the interests of the Calculation Agent may be opposed to the interests of the holders and the Calculation Agent will be entitled to and will act without regard to the interests of the holders.

Holders of the Series are responsible for obtaining information relating to deliberations of the Credit Derivatives Determinations Committee. Notices of questions referred to the Credit Derivatives Determinations Committee, meetings held to deliberate such questions and the results of binding votes will be published on the ISDA website and neither the Issuer, the Calculation Agent nor any of their respective affiliates shall be obliged to inform the holders of such information (other than as expressly provided in respect of the Notes). Failure by the holders to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the Notes and holders are solely responsible for obtaining any such information.

Investors should read the Credit Derivatives Determinations Committees rules set as they exist as of the date of this Base Prospectus, and reach their own views prior to making any investment decisions. Investors should however note that the rules may be amended from time to time without the consent

or input of the holders of the Series and the powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result.

If a Credit Derivatives Determinations Committee publishes auction settlement terms in respect of a Reference Entity (and the relevant seniority of the Reference Obligation), then the Calculation Agent may be required to or may be asked to elect to determine the Final Price of the Reference Obligation in accordance with such auction settlement terms and to amend any other terms of the Derivative Agreement to be consistent with the provisions of such auction settlement terms. The losses determined pursuant to a market auction process may be greater than the losses which would have been determined in the absence of the auction. In particular, the auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. Auctions may be conducted by ISDA or by a relevant third party. Neither the Calculation Agent, the Issuer nor any of their respective affiliates has any responsibility for verifying that any auction price is reflective of current market values for establishing any auction methodology or for verifying that any auction has been conducted in accordance with its rules. If the Calculation Agent or the Issuer or any of their respective affiliate thereof participates in any auction for the purposes of such an auction, then it will do so without regard to the interests of the holders of the Notes. Such participation may have a material effect on the outcome of the relevant auction.

2.9 Cash settlement

If the Notes are cash settled credit-linked Notes, then, following the occurrence of a Credit Event, the Calculation Agent may be required to seek quotations in respect of selected obligations of the affected Reference Entity. Quotations obtained will be "bid-side" - that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer. Such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the affected Reference Entity (for example, liquidity constraints affecting market dealers). Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows. Quotations will be deemed to be zero in the event that no such quotations are available.

Where credit losses are determined on the basis of a market auction, such losses may be greater than the losses which would have been determined in the absence of such auction. If the Counterparty or any affiliate thereof participates in any auction for the purposes of such an auction, then it will do so without regard to the interests of the holders of the Notes. Such participation may have a material effect on the outcome of the relevant auction.

2.10 "Cheapest-to-deliver" risk

Since the Counterparty, as buyer of protection, has discretion to choose the portfolio of obligations to be valued or delivered following a Credit Event in respect of a Reference Entity, it is likely that the portfolio of obligations selected will be obligations of the Reference Entity with the lowest market value that are permitted to be selected pursuant to the Notes and the Derivative Agreement. This could result in a lower recovery value and hence greater losses for investors in the Notes.

2.11 No information

None of the Counterparty, the Issuer or the Calculation Agent is obliged to disclose to holders of the Notes any information which it may have at the Issue Date of the Notes or receive thereafter in relation to any Reference Entity.

2.12 No need for loss

Where the Notes are cash settled credit-linked Notes, credit losses will be calculated for the purposes of the Notes and the Derivative Agreement irrespective of whether the Counterparty or its affiliates or

the Issuer has suffered an actual loss in relation to the Reference Entity or any obligations thereof. Neither the Counterparty nor the Issuer is obliged to account for any recovery which it may subsequently make in relation to such Reference Entity or its obligations.

2.13 No interest in obligations of Reference Entities

The Notes and the Derivative Agreement do not constitute an acquisition by the holders of the Notes of any interest in any obligation of a Reference Entity. Neither the Counterparty nor the Issuer grants any Security Interest over any such obligation.

2.14 Absence of benchmarks for valuation

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

2.15 Historical performance may not predict future performance

Individual credits may not perform as indicated by the historical performance of similar credits. Even if future performance is similar to that of historic performance for the entire market, each prospective purchaser of Notes must make its own determination as to whether the performance of the Notes will reflect such experience. Historical default statistics may not capture events that would constitute Credit Events for the purposes of the Notes and the Derivative Agreement.

2.16 Limited provision of information about the Reference Entities

This Base Prospectus does not provide any information with respect to the Reference Entities. As the occurrence of a Credit Event will result in the redemption of credit-linked Notes at an amount determined by reference to the Final Price (which may be significantly less than the principal amount of the Notes) and a cessation of the accrual of interest on the Interest Payment Date on the occurrence of the Credit Event, the investors should conduct their own investigation and analysis with respect to the creditworthiness of Reference Entities and the likelihood of the occurrence of a succession event or Credit Event.

Reference Entities may not be subject to regular reporting requirements under United Kingdom or other securities laws. The Reference Entities may report information in accordance with different disclosure and accounting standards. Consequently, the information available for such Reference Entities may be different from, and in some cases less than, the information available for entities that are subject to the reporting requirements under the United Kingdom securities laws. None of the Issuer, any Counterparty, the Calculation Agent or any of their respective affiliates make any representation as to the accuracy or completeness of any information available with respect to the Reference Entities.

None of the Issuer, any Counterparty, the Calculation Agent or any of their respective affiliates will have any obligation to keep investors informed as to any matters with respect to the Reference Entities or any of their obligations, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event or a succession event with respect to the Reference Entities.

2.17 Modification of the terms of the Notes

With respect to any Series of Notes which is credit-linked, the Calculation Agent may (but shall not be obligated to) make any modification to the terms of the Notes from time to time (including, without limitation, the maturity of the Notes, the principal amount outstanding of the Notes, the calculation or determination of any amounts paid or payable in respect of such Notes (whether interest, principal or otherwise) and any date of calculation or determination of any such amounts) which may be necessary to ensure consistency with prevailing market standards or market trading conventions,

which are, pursuant to the agreement of the leading dealers in the credit derivatives market or any relevant committee established by ISDA, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system, applicable to any hedging transaction entered into by the Counterparty. The Calculation Agent shall notify the Issuer and the holders of the Series as soon as reasonably practicable upon making any such determination.

2.18 Notes linked to emerging markets entities may be particularly risky

A Reference Entity may be an entity which is located in an emerging market. Emerging markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, regulatory/legal risk and trade settlement, processing and clearing risks as further described below. Investors should note that the risk of occurrence and the severity of the consequences of such risks may be greater than they would otherwise be in relation to more developed countries.

(a) *Event Risk*: On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will affect the value of securities in, or which relate to, that country. Furthermore, a Reference Entity can be affected by global events, including events (political, economic or otherwise) occurring in a country other than that in which such Reference Entity is located.

(b) *Political Risk*: Many emerging markets countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leaves them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a turn away from a market-oriented economy. For holders of the Series, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on a Reference Entity located in such countries.

(c) *Economic Risk*: The economies of emerging markets countries are by their nature in early or intermediate stages of economic development, and are therefore more vulnerable to rising interest rates and inflation. In fact, in many countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trades and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from country to country. Businesses and governments in these countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging markets countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign holders of the Series. Furthermore, many emerging

markets countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well-regulated. All of the above factors, among others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of a Reference Entity located in a particular emerging market.

(d) *Credit Risk*: Emerging markets sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country. Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging markets countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, U.S. generally accepted accounting principles.

(e) *Market Risk*: The emerging equity and debt markets of many emerging markets countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets. Price volatility in many of these markets can be extreme. Price discrepancies can be common and market dislocation is not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These markets also might not have regulations governing manipulation and insider trading or other provisions designed to "level the playing field" with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.

(f) *Regulatory/Legal Risk*: In emerging markets countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many emerging markets countries have mature legal systems comparable to those of more developed countries, while others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures

will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign holder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. A holder may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.

(g) *Trade Settlement, Processing and Clearing Risk*: Many emerging markets have different clearance and settlement procedures from those in more developed countries. For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safekeeping of securities. Custodians can include domestic and foreign custodian banks and depositaries, among others. The registration, record-keeping and transfer of Notes may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the relevant Issuers will settle trades in emerging markets securities in accordance with the current market practice developed for such transactions by the Emerging Markets Traders Association. Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market price of any obligations and in turn the value of the Notes, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, holders of the Series may be subject to operational risks in the event that holders of the Series do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which holders of the Series may be subject by virtue of their activities with respect to emerging market securities.

(h) *Sanctions Risk*: There is a general risk relating to emerging markets jurisdictions that countries or organisations outside of that emerging market jurisdiction impose sanctions against that emerging market jurisdiction. These sanctions could affect, without limitation, various sectors of the economy and could impact on the business of the relevant Reference Entity.

3 CONFLICTS OF INTEREST

3.1 General

Nomura International plc, Nomura Financial Products Europe GmbH (together "**Nomura**") and any of their affiliates (together with Nomura, the "**Nomura Companies**") are acting or may act in a number of capacities in connection with any issue of Notes. The Nomura Companies acting in such capacities shall have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity. They shall not, by virtue of their acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity.

3.2 Confidential information

The Nomura Companies may from time to time be in possession of certain information (confidential or otherwise) and/or opinions with regard to:

(a) the obligor in respect of the Collateral Assets; or

(b) (if applicable) any Reference Entity,

which information and/or opinions might, if known by a holder of Notes, affect decisions made by it with respect to its investment in the Notes. Notwithstanding this, none of the Nomura Companies shall have any duty or obligation to notify the holders of the Notes or the Issuer, the Arrangers, the

Dealer(s), the Trustees, the Counterparties (or any Counterparty Guarantor), the Custodian or any other Agent of such information.

3.3 Other business dealings

The Nomura Companies may enter into business dealings, including the acquisition of the Notes, from which they may derive revenues and profits without any duty to account for such revenues and profits.

As a counterparty under swaps and other derivative agreements, any of the Nomura Companies may take actions adverse to the interests of the Issuer, including, but not limited to, demanding collateralisation of its exposure under such agreements (if provided for thereunder) or terminating such swaps or agreements in accordance with the terms thereof.

In making and administering loans and other obligations, any of the Nomura Companies may take actions including, but not limited to, restructuring a loan, foreclosing on or exercising other remedies with respect to a loan, requiring additional collateral or other credit enhancement, charging significant fees and interest, placing the issuers of, or obligors with respect to, the relevant obligations in bankruptcy or demanding payment on a loan guarantee or under other credit enhancement.

The Issuer's acquisition, holding and sale of Collateral Assets may enhance the profitability or value of investments made by the Nomura Companies in the issuers thereof or obligors in respect thereof. As a result of all such transactions or arrangements between the Nomura Companies and issuers of, and obligors with respect to, obligations or their respective affiliates, Nomura and any of its affiliates may have interests that are contrary to the interests of the Issuer and the holders of the Notes.

3.4 Dealings in relation to Reference Entities or obligors in respect of Collateral Assets

The Nomura Companies may deal with the obligor in respect of the Collateral Assets or (if applicable) in any obligations of any Reference Entity and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with, the obligor in respect of the Collateral Assets or any Reference Entity and may act with respect to such transactions in the same manner as if the Charged Agreements and the Notes of the relevant Series did not exist and without regard to whether any such action might have an adverse effect on the obligor in respect of the Collateral Assets, any Reference Entity, the Issuer or the holders of the Notes of the relevant Series.

If any of the Nomura Companies act as a trustee, paying agent or in other service capacities with respect to the Collateral Assets and/or any obligation of any Reference Entity, the relevant Nomura Companies may be entitled to fees and expenses senior in priority to payments on such obligations. When so acting, the relevant Nomura Companies will owe fiduciary duties to the holders of such obligations, and may take actions that are adverse to the holders (including the Issuers) of such obligations.

3.5 Acting as market maker

The Nomura Companies may at any time be active and significant participants in or act as market maker in relation to a wide range of markets for currencies, instruments relating to currencies, securities and derivatives. Activities undertaken by the Nomura Companies may be on such a scale as to affect, temporarily or on a long-term basis, the price of such currencies, instruments relating to currencies, securities and derivatives or securities and derivatives based on, or relating to the Notes, any outstanding charged assets or any reference obligations. Notwithstanding this, none of the Nomura Companies shall have any duty or obligation to take into account the interests of any party in relation to any Notes when effecting transactions in such markets.

3.6 Counterparty

Prospective investors should be aware that, where any Counterparty is entitled to exercise its discretion or to undertake a decision in such capacity in respect of a Charged Agreement (including any right to terminate the Charged Agreement(s)), such Counterparty will be entitled to act in its absolute discretion and will be under no obligation to, and will not assume any fiduciary duty or responsibility for, the holders of the Notes or any other person. In exercising its discretion or deciding upon a course of action, the Counterparty shall attempt to maximise the beneficial outcome for itself and will not be liable to account to the holders of the Notes or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

4 RISKS RELATING TO THE ISSUER

4.1 The Issuer is a special purpose vehicle

The Issuer's primary business is the raising of money by issuing or entering into Series of Obligations for the purposes of purchasing assets and entering into related derivatives and other contracts. The Issuer has, and will have, no assets other than its issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of each Series or other obligations from time to time (and any related profits and the proceeds of any deposits and investments made from such fees) and any assets on which such Series are secured.

4.2 No regulation of the Issuer by any regulatory authority

With the exception of any Issuer which is incorporated in Luxembourg and is required to be licenced under applicable laws, the Issuer is not required to be licensed, registered or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation and will operate without supervision by any authority in any jurisdiction. There is no assurance, however, that regulatory authorities in one or more jurisdictions would not take a contrary view regarding the applicability of any such laws to the Issuer. The taking of a contrary view by such regulatory authority could have an adverse impact on the Issuer or the holders of Notes.

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

The following risk factors at paragraphs 4.3 to 4.8 below apply only in relation to any Issuer which is incorporated in Ireland.

4.3 Fixed/floating security

Under Irish law, for a charge to be characterised as a fixed charge, it must be expressed to be such and the charge holder must be entitled to and must in practice exercise the requisite level of control over the assets purported to be charged and the proceeds of such assets including any bank account into which such proceeds are paid. A Security Interest expressed to be of a fixed nature may be re-characterised as floating by an Irish court if the court determines that all of the above features are not present throughout the life of the arrangements.

Although certain of the Security to be granted by the relevant Issuer over the Charged Assets in respect of a Series in favour of the Security Trustee pursuant to the Trust Terms will be expressed to be of a fixed nature, there can be no assurance that a court would not nevertheless re-characterise such Security as floating. 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) 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.

4.4 Preferred creditors under Irish law

Under Irish law, upon an insolvency or examinership of an Irish company, when applying the proceeds of assets subject to fixed security which 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 includes any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the Irish courts. The interest of secured creditors in property and assets of an Irish company over which there is a floating charge only will rank behind the claims of certain preferential creditors on enforcement of such security. Preferential creditors include the Irish Revenue Commissioners, statutory redundancy payments due to employees (including where those employees have been made redundant as a result of the liquidation of the borrower) and money due to be paid by the Irish company in respect of employers' contributions under any pension scheme.

The holder of a fixed security over the book debts of an Irish tax resident company may be required 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 an 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.

4.5 EU Anti-Tax Avoidance Directives

The Council of the European Union adopted the first Anti-Tax Avoidance Directive ("**EU ATAD 1**") on 20 June 2016 and the second Anti-Tax Avoidance Directive, amending and supplementing EU ATAD 1, ("**EU ATAD 2**") on 29 May 2017 (together the "**EU ATADs**"). The EU ATADs oblige all member states to introduce a number of anti-tax avoidance measures. Many of these measures have been derived from the Base Erosion and Profit Shifting ("**BEPS**") initiative of the Organisation for Economic Cooperation and Development (the "**OECD**"). However, although there are a number of similarities between the OECD BEPS initiatives and the proposals in the EU ATADs, there are a number of differences in the detail.

A number of the measures contained in EU ATAD 1 have now been implemented in Ireland (General Anti-Avoidance Rules, Exit Taxes and Controlled Foreign Company rules) while some have yet to be

implemented (i.e. the rules in EU ATAD 1 limiting the deductibility of interest for tax purposes in certain circumstances (the "**interest limitation rules**") and the anti-hybrid rules as amended and supplemented by EU ATAD 2). As such, until the detailed provisions for the implementation in Ireland of the interest limitation rules and anti-hybrid rules are known, it is difficult to be conclusive about the potential impact of the EU ATADs on the Issuer and whether or not it may result in an increase in the effective tax rate of the Issuer in future periods.

Although EU ATAD 1 permits the interest limitation rules to be deferred to 2024 where there are equally effective domestic interest limitation rules in effect (and Ireland has taken the position that it has equally effective domestic interest limitation rules in effect and could delay implementing these EU ATAD 1 rules until 2024), Ireland is currently examining options to implement the interest limitation rules from 1 January 2020 (at the earliest). Separately, the anti-hybrid rules must, for the most part, be implemented by 1 January 2020.

4.6 Examinership

Examinership is a court moratorium/protection procedure available under Irish company law. An examiner may be appointed to a company which is likely to be insolvent if the court is satisfied that there is a reasonable prospect of the survival of the company and all or part of its undertaking as a going concern. During the examinership period (70 days, or longer in certain circumstances), the company is protected from most forms of enforcement procedure and the rights of its secured creditors are largely suspended. Accordingly, if an examiner is appointed to the Issuer, the Security Trustee would be precluded from enforcing the Security over any Charged Assets during the period of the examinership. However, in the case of the Issuer, if the Security Trustee represented the majority in number and value of claims within the secured creditor class, the Security Trustee would be in a position to reject any proposal not in favour of the holders of the Notes. The Security Trustee would also be entitled to argue at the Irish High Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the holders of the Notes, especially if such proposals included a writing down to the value of amounts due by the Issuer to the holders of the Notes. An examiner has various powers during the examinership period, including power to deal with charged property of the company, repudiate certain contracts and incur borrowing costs and other expenses, some of which will take priority over rights of secured creditors. If the examiner concludes that it would facilitate the survival of the company as a going concern, he must formulate proposals for a compromise or scheme of arrangement in relation to the company. The members and creditors of the company will have an opportunity to consider any such proposals, and the proposals require court approval. The primary risks to the holders of Notes if an examiner were appointed to the Issuer are as follows:

(a) the potential for a compromise or scheme of arrangement being approved, which would be binding on creditors (including secured creditors), involving the writing down or rescheduling of the debt due by the Issuer to the holders of the Notes as secured by the Issue Deed;

(b) 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

(c) 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 Irish High 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 Creditors under the Notes or the Issue Documents.

4.7 Introduction of International Financial Reporting Standards ("IFRS")

For the purposes of this paragraph "Issuer" refers only to an Issuer that is an Irish tax resident company and is a "qualifying company" for the purposes of section 110 of the Taxes Consolidation Act 1997, of Ireland, as amended. The Issuer's Irish corporation tax position depends to a significant extent on the accounting treatment applicable to the Issuer. The accounts of the Issuer are required to comply with IFRS or with generally accepted accounting principles in Ireland ("**Irish GAAP**") which has been substantially aligned with IFRS. Companies such as the Issuer might, under either IFRS or Irish GAAP, be forced to recognise in their accounts movements in the fair value of assets that could result in profits or losses for accounting purposes which bear little relationship to the company's actual cash position. These movements in value may generally be brought into the charge to tax (if not relieved) as a company's tax liability on such assets broadly follows the accounting treatment. However, the taxable profits of a qualifying company within the meaning of Section 110 of the Taxes Consolidation Act, 1997, as amended (the business of the Issuer has been structured so that the Issuer should meet the conditions to be such a company) is based on the profits that would have arisen to the company had its accounts been prepared under Irish GAAP as it existed at 31 December 2004. It is possible to elect out of such treatment and such election, if made, is irrevocable. If the Issuer makes such an election, then taxable profits or losses could arise to the Issuer as a result of the application of IFRS or current Irish GAAP that are not contemplated in the cash-flows for a Series of Notes and as such may have a negative effect on the Issuer and its ability to make payments to the holders of Notes. The Issuer does not intend to make any such election if its cashflows would be adversely affected thereby.

4.8 Not a bank deposit

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 Issuers are not regulated by the Central Bank by virtue of the issue of the Notes.

4.9 Priority of Payments

The validity and enforceability of certain provisions in contractual priorities of payments which purport to alter the priority in which a particular secured creditor is paid as a result of the occurrence of one or more specified trigger events, including the insolvency of such creditor ("**Flip Clauses**"), have been challenged recently in the English and U.S. courts on the basis that the operation of a flip clause as a result of such creditor's insolvency breaches the "anti-deprivation" principles of English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency.

Whereas the English courts have upheld the validity of a Flip Clause, the U.S. courts have held that such a provision is unenforceable under the U.S. Bankruptcy Code. The Flip Clause examined in the English and American courts is similar in substance to the provisions in the Priority of Payments, in particular with respect to "Modified Counterparty Priority" but as a result of the conflicting statements of the English and New York courts there is uncertainty as to whether the English courts will give any effect to any New York court judgment. Similarly, if the Priority of Payments are the subject of litigation in any jurisdiction outside England and Wales and such litigation results in a conflicting judgment in respect of the binding nature of the Priority of Payments it is possible that termination payments due to the Counterparty would not be subordinated as envisaged by the Priority of Payments and as a result, the Issuer's ability to repay the holders in full may be adversely affected. There is a particular risk of conflicting judgments where a Counterparty is the subject of bankruptcy or insolvency proceedings outside of England and Wales.

The following risk factors at paragraphs 4.10 to 4.13 below apply only in relation to any Issuer which is incorporated in Luxembourg.

4.10 Limitations on recourse to other Compartments of the Issuer

The Issuer is established as a securitisation company (*société de titrisation*) within the meaning of the law of 22 March 2004 on securitisation, as amended, (the "**Luxembourg Securitisation Law**") which provides that the rights of creditors against the Issuer whose claims have arisen in relation to a specific Compartment (as defined below) of the Issuer are, as a general rule, strictly limited to the moneys derived by or on behalf of the Issuer in respect of the Charged Assets of such Compartment without any recourse to the assets of any other Compartment of the Issuer or any other assets of the Issuer.

The board of directors of the Issuer (the "**Board**") may establish one or more compartments (together the "**Compartments**" and each a "**Compartment**"), each of which is a separate and distinct part of the Issuer's estate (*patrimoine*) and which may be distinguished by the nature of acquired risks or assets and the Conditions as replaced, supplemented and/or modified by the Additional Conditions, reference currency or other distinguishing characteristics. Each Series will be issued through a separate Compartment.

Pursuant to the Luxembourg Securitisation Law, the assets of a Compartment are, as a general rule, available only for distribution to creditors whose claims have arisen in connection with the creation, the operation or the liquidation of that specific Compartment or have been properly allocated thereto. A creditor of the Issuer may have claims against the Issuer in respect of liabilities or obligations, which arise in connection with more than one Compartment, in which case the claims in respect of each individual Compartment will be limited to the assets of such Compartment only.

Fees, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to any Compartment shall be general liabilities of the Issuer and shall not be payable out of the assets of any Compartment. The Board shall ensure that creditors of such liabilities waive recourse to the assets of any Compartment. If such creditors do not waive recourse and such general liabilities cannot be otherwise funded, they shall be apportioned pro rata among the Compartments of the Issuer upon a decision of the Board.

4.11 Insolvency of the Issuer

Although the Issuer will contract on a "limited recourse" basis as noted above, it cannot be excluded as a risk that the Issuer's assets (that is, its aggregate Charged Assets plus any other assets it may possess) will become subject to insolvency proceedings. The Issuer is a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg and managed by its Board. Accordingly, insolvency proceedings with respect to the Issuer would likely proceed under, and be governed by, the insolvency laws of Luxembourg.

Under Luxembourg law, a company is insolvent (*en faillte*) when it is unable to meet its current liabilities and when its creditworthiness is impaired. The Issuer can be declared bankrupt upon petition by a creditor of the Issuer or at the initiative of the court or at the request of the Issuer in accordance with the relevant provisions of Luxembourg insolvency law. If granted, the Luxembourg court will appoint a bankruptcy trustee (*curateur*) who shall be obliged to take such action as he deems to be in the best interests of the Issuer and of all creditors of the Issuer. Certain preferred creditors of the Issuer (including the Luxembourg tax authorities) may rank senior in right of payment to the Secured Creditors (including holders) in such circumstances. Other insolvency proceedings under Luxembourg law include controlled management and moratorium of payments (*gestion controlée et sursis de paiement*) of the Issuer, composition proceedings (*concordat*) and judicial liquidation proceedings (*liquidation judicaire*).

In the event of such insolvency proceedings taking place, holders bear the risk of a delay in the settlement of any claims that might have against the Issuer or receiving, in respect of their claims, the

residual amount following realisation of the Issuer's assets after preferred creditors have been paid, with the result that they may lose their initial investment.

4.12 Consequences of insolvency proceedings

If the Issuer fails for any reason to meet its obligations or liabilities (that is, if the Issuer is unable to pay its debts and may obtain no further credit), a creditor, who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer, will be entitled to make an application for the commencement of insolvency proceedings against the Issuer. In that case, such creditor would, however, not have recourse to the assets of any Compartment (in the case that the Issuer has created one or more Compartments) but would have to exercise its rights on the general assets of the Issuer unless its rights would arise in connection with the "creation, operation or liquidation" of a Compartment, in which case, the creditor would have recourse to the assets allocated to that Compartment but would not have recourse to the assets of any other Compartment. Furthermore, the commencement of such proceedings may in certain conditions, entitle creditors, (including the relevant counterparties) to terminate contracts with the Issuer (including the Issue Documents) and claim damages for any loss created by such early termination. The Issuer will seek to contract only with parties who agree not to make application for the commencement of winding-up, liquidation and bankruptcy or similar proceedings against the Issuer. Legal proceedings initiated against the Issuer in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court.

4.13 Custody arrangements

If so specified in the applicable Additional Conditions for the relevant Series, Collateral Assets (together with any related Security) will be held by the Custodian on behalf of the Issuer pursuant to the Custody Terms. Assets held by the Custodian may not be immediately available to investors upon the bankruptcy of the Custodian and certain classes of creditors having general rights of preference stipulated by Luxembourg law, such as the preference rights for judiciary fees (including the fees and costs of a receiver/liquidator), unpaid salaries and various tax, excise and social security contributions, may take preference over secured creditors in bankruptcy proceedings.

5 OTHER RISKS

5.1 Market crisis and governmental intervention

The global financial markets have recently undergone pervasive and fundamental disruptions which have led to extensive and unprecedented governmental intervention. Such intervention was in certain cases implemented on an "emergency" basis without much or any notice with the consequence that some market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions has been suddenly and/or substantially eliminated. Given the complexities of the global financial markets and the limited time frame within which governments have been able to take action, these interventions were sometimes unclear in scope and application, resulting in confusion and uncertainty which in itself has been materially detrimental to the efficient functioning of such markets as well as previously successful investment strategies.

It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets. However, as there is a high likelihood of significantly increased regulation of the global financial markets, such increased regulation could have a material effect on the performance of the Notes.

5.2 Regulatory Bail-Ins

The EU Directive establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") was published in the EU Official Journal on 12 June 2014. The BRRD was implemented with effect in all European Member

States on 1 January 2015, with the exception of the bail-in powers which were implemented on 1 January 2016. The aim of the BRRD is to provide national supervisory authorities with tools and powers to pre-emptively address potential banking crises in order to promote financial stability and minimise taxpayers' exposure to losses.

Potential investors should note that Nomura International plc and Nomura Financial Products Europe GmbH may be subject to recovery and resolution measures pursuant to the BRRD. These measures are intended to be used prior to the point at which any insolvency proceedings with respect to Nomura International plc or Nomura Financial Products Europe GmbH could have been initiated. Recovery and resolution measures available to a resolution authority (being a relevant regulator of Nomura International plc or Nomura Financial Products Europe GmbH) include the ability to modify contractual arrangements in certain circumstances, powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers and powers for a resolution authority to disapply or modify laws (with possible retrospective effect). A resolution authority may also exercise the "bail-in tool" to enable it to recapitalise an institution in resolution by allocating losses to its shareholders and unsecured creditors (which potentially includes the Issuer) in a manner that is consistent with shareholders and creditors not receiving a less favourable treatment than they would have received in ordinary insolvency proceedings of the relevant entity (known as the "no creditor worse off" safeguard). The bail-in tool also includes the power to cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the relevant entity under resolution and the power to convert a liability from one form or class to another.

The Issuer is not within scope of the BRRD because it is not a bank or investment firm or an affiliate of such. However, the exercise of any resolution power by a resolution authority with respect to Nomura International plc or Nomura Financial Products Europe GmbH, including any exercise of the bail-in tool, or any suggestion of any such exercise, could:

(a) materially adversely affect the rights of the holders of the Notes or the price or value of their investment in the Notes; and/or

(b) result in the cancellation or deferral of all, or a portion, of any amounts owed to the Issuer by the Counterparty under the Derivative Agreement, Repurchase Agreement, Deposit Agreement and/or the Securities Lending Agreement; and/or

(c) impair the ability of the Issuer to satisfy its obligations under the Notes; and/or

(d) lead to the holders of the Notes losing some or all of the value of their investment in such Notes.

A resolution authority is not required to provide any advance notice to the Issuer or to the holders of the Notes of its decision to exercise any resolution power in relation to the Counterparty. Therefore, holders of the Notes may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Counterparty (and indirectly on the Issuer and the Notes). The Issuer, the Trustees and the holders of the Notes may have only very limited rights to challenge and/or seek a suspension of any decision of a resolution authority to exercise its resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise. Furthermore, even in circumstances where a claim for compensation is established under the "no creditor worse off" safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the Issuer (and indirectly by the holders of the Notes) in the resolution and there can be no assurance that the Issuer (and indirectly the holders of the Notes) would recover such compensation promptly.

5.3 Euro and Eurozone risk

Market perceptions concerning the instability of the euro, the potential re-introduction of individual currencies within the Eurozone, or the potential dissolution of the euro entirely, could adversely affect the value of Notes.

As a result of the credit crisis in Europe, in particular in Greece, Italy, Ireland, Portugal and Spain, the European Commission created the European Financial Stability Facility (the "**EFSF**") and the European Financial Stability Mechanism (the "**EFSM**") to provide funding to Eurozone countries in financial difficulties that seek such support. In March 2011, the European Council agreed on the need for Eurozone countries to establish a permanent stability mechanism, the European Stability Mechanism (the "**ESM**"), which was activated by mutual agreement, to assume the role of the EFSF and the EFSM in providing external financial assistance to Eurozone countries after June 2013.

Despite these measures, concerns persist regarding the debt burden of certain Eurozone countries and their ability to meet future financial obligations, the overall stability of the euro and the suitability of the euro as a single currency given the diverse economic and political circumstances in individual Member States. These and other concerns could lead to the re-introduction of individual currencies in one or more Member States, or, in more extreme circumstances, the possible dissolution of the euro entirely. Should the euro dissolve entirely, the legal and contractual consequences for holders of euro denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes.

5.4 Risk retention and due diligence requirement

Investors should be aware of the risk retention and due diligence requirements in Europe which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Such requirements may arise under Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms published in the Official Journal of the European Union on 27 June 2013 ("**CRR**"), Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") and Directive 2009/138/EC ("**Solvency II**"), and delegated legislation made thereunder. Among other things, such requirements restrict an investor who is subject to such requirements from investing in securitisations unless: (i) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed that it will retain, on an on-going basis, a net economic interest of not less than five per cent. in respect of certain specified credit risk tranches or securitised exposures; and (ii) the investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including but not limited to its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant investor.

The Notes being offered do not in themselves represent tranching of credit risk as contemplated in the above regulations to the extent they relate to securitisations. Accordingly, no person gives any undertaking that it will make a retention of economic interests as referred to above to permit compliance by investors in the Notes with the relevant regulatory requirements or for any other purpose and it is not expected that any such retention will be made, whether on issue of the Notes or at any time during the term of the Notes. No assurance is given that such requirements do not or will not apply. If a regulator determines that the transaction represented by the Notes did not comply or is no longer in compliance with the relevant requirements, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take others remedial

measures. In addition, such regulations could have a negative impact on the price and liquidity of the Notes in the secondary market.

Investors should therefore make themselves aware of the relevant requirements (and any corresponding implementing rules of their regulator), where applicable to them, with respect to their investment in the Notes.

5.5 Risks of the United Kingdom leaving the European Union

On 23 June 2016, the United Kingdom voted to leave the European Union and the UK Government invoked article 50 of the Lisbon Treaty relating to withdrawal on 29 March 2017. Under article 50, the Treaty on the European Union and the Treaty on the Functioning of the European Union cease to apply in the relevant state from the date of entry into force of a withdrawal agreement, or, failing that, two years after the notification of intention to withdraw. On 10 April 2019 this date was extended to 31 October 2019, subject to a review to be held on 30 June 2019.

Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure of the future relationship, the precise impact on the business of the Issuer is difficult to determine. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer (and the other parties under the Programme) to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Currently, under the EU single market directives, mutual access rights to markets and market infrastructure exist across the EU and the mutual recognition of insolvency, bank recovery and resolution regimes applies. Depending on the terms of the UK's exit and the terms of any replacement relationship, there can be no assurance that the terms of the UK's exit from the EU will include arrangements for the continuation of mutual access rights to market infrastructure and recognition of insolvency, bank recovery and resolution regimes. Such uncertainty could adversely impact the Issuer and the value of the Notes.

5.6 Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") provides, among other things, that all alternative investment funds ("**AIFs**") must have a designated alternative investment fund manager ("**AIFM**") with responsibility for portfolio and risk management. On 8 November 2013, in order to assist in limiting any uncertainty until definitive positions and practices are finalised, the Central Bank of Ireland published a fifth edition of its AIFMD Questions and Answers ("**Q&A**"), pursuant to which, financial vehicles engaged solely in activities where economic participation is by way of debt or other corresponding instruments which do not provide ownership rights in the financial vehicle (as are provided by the sale of its shares) are advised that they fall outside the scope of the AIFMD regime (unless the Central Bank of Ireland advises those entities otherwise in a replacement Q&A, which, according to the Q&A, it does not intend to do at least for so long as the European Securities and Markets Authority continues its current work on the matter). Later editions of the Central Bank of Ireland's Q&A (including the 25th edition dated 16 May 2017) restate this advice.

The European Securities and Markets Authority has not yet given any formal guidance on the application of AIFMD to entities such as the Issuer which issue solely debt securities. If AIFMD were to apply to the Issuer, any relevant collateral manager would need to be appropriately regulated. The Issuer would also be classified as a "financial counterparty" under EMIR and may be required to comply with clearing obligations or other risk mitigation techniques with respect to derivative transactions including obligations to post margin to any central clearing counterparty or market counterparty. In addition, the AIFMD would entail several consequences for the Issuer, notably:

(a) the Issuer would have to delegate the management of its assets to a duly licensed AIFM (the "**Issuer AIFM**");

(b) the Issuer AIFM would have to implement procedures in order to identify, prevent, manage, monitor and disclose conflict of interests;

(c) adequate risk management systems would need to be implemented by the Issuer AIFM to identify, measure, manage and monitor appropriately all risks relevant to the Issuer's investment strategy and to which the Issuer is or can be exposed (including appropriate stress testing procedures);

(d) valuation procedures would need to be designed at the Issuer level;

(e) a depositary would have to be appointed in relation to the Issuer's assets; and

(f) the Issuer and the Issuer AIFM would be subject to certain reporting and disclosure obligations.

From the Issuer's perspective, if the Issuer were considered to be an AIF and could not benefit from the exemption afforded to "securitisation special purposes entities" (the SSPE Exemption) provided in the AIFMD, the AIFMD would require any relevant collateral manager and/or the Issuer to seek authorisation to become an AIFM under the AIFMD. If any such collateral manager or the Issuer were to fail to, or be unable to, obtain such authorisation, such collateral manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. Any regulatory changes arising from implementation of the AIFMD (or otherwise) that impairs the ability of any such collateral manager to manage the Issuer's assets may adversely affect the Issuer's ability to service the Notes.

5.7 US Regulatory Considerations

(a) **U.S. Dodd-Frank Act**

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, enacted 21 July 2010 ("**Dodd-Frank**"), establishes a comprehensive U.S. regulatory regime for a broad range of derivatives contracts (collectively referred to in this risk factor as "**covered swaps**"). Among other things, Title VII provides the U.S. Commodity Futures Trading Commission (the "**CFTC**") and the U.S. Securities and Exchange Commission (the "**SEC**") with jurisdiction and regulatory authority over many different types of derivatives that were previously traded over the counter, requires the establishment of a comprehensive registration and regulatory framework applicable to covered swap dealers and other major market participants, requires many types of covered swaps to be exchange-traded or executed on swap execution facilities and centrally cleared, and imposes capital and margin requirements for uncleared transactions in covered swaps.

While Title VII went into effect on 16 July 2011, it provides for the adoption of numerous rules and regulations by both the SEC and CFTC in order to give full effect or to clarify certain statutory provisions. Many of such rules and regulations have already gone into effect, while others currently exist only in draft form or have not yet been proposed. As Title VII's requirements have gone into effect, it is clear that covered swap counterparties, dealers and other major market participants, as well as commercial users of covered swaps, have experienced new and/or additional regulatory requirements, compliance burdens and associated costs, and may experience additional compliance burdens and additional costs as new regulatory requirements are adopted and come into effect.

Notwithstanding the contractual restrictions that have been imposed by the Issuer in order to fall outside the scope of Dodd-Frank, there is no assurance that the Issuer's Derivative Agreements would not be treated as covered swaps under Title VII, nor is there assurance

that the Issuer would not be required to comply with additional regulation under the U.S. Commodity Exchange Act, as amended, including by Dodd-Frank (the "**CEA**"), as described immediately below. If the Issuer's Derivative Agreements are treated as covered swaps under Title VII, the Issuer may be required to comply with additional regulation under the CEA. Moreover, the Issuer could be required to register as a commodity pool operator and to register the Notes as a commodity pool with the CFTC.

Such additional regulations and/or registration requirements may result in, among other things, increased reporting obligations and also in extraordinary, non-recurring expenses of the Issuer thereby materially and adversely impacting a transaction's value. Any such additional registration requirements could result in one or more service providers or counterparties to the Issuer resigning, seeking to withdraw or renegotiating their relationship with the Issuer. To the extent any service providers resign, it may be difficult to replace such service providers.

Under Dodd-Frank, Derivative Agreements entered into between the Issuer and a Counterparty may be subject to mandatory execution, clearing and documentation requirements. Even those Derivative Agreements not required to be cleared may be subject to initial and variation margining and documentation requirements that may require modifications to existing agreements. Any of the foregoing requirements and/or other requirements or obligations under Dodd-Frank could materially increase costs associated with the Programme and could materially and adversely affect the value of the Notes.

Investors are urged to consult their own advisors regarding the suitability of an investment in any Notes.

(b) **Risks relating to U.S. Commodity Pool Regulation**

The CFTC has rescinded a rule which formerly provided an exemption from registration as a "commodity pool operator" (a "**CPO**") or a "commodity trading advisor" ("**CTA**") under the CEA, in respect of certain transactions and investment vehicles involving sophisticated investors. Dodd-Frank also expanded the definition of "commodity pool" to include any form of enterprise operated for the purpose of trading in commodity interests, including swaps. It should also be noted that the definition of "swap" under Dodd-Frank is itself broad and expressly includes certain interest rate swaps, currency swaps and total return swaps. The term "commodity pool operator" has been expanded to include any person engaged in a business that is of the nature of a commodity pool or similar enterprise and in connection therewith, solicits, accepts, or receives from others, funds, securities or property for the purpose of trading in commodity interests, including any swaps. The CFTC has taken an expansive interpretation of these definitions, and has expressed the view that entering into a single swap could make an entity a "commodity pool" subject to regulation under the CEA. The CFTC has also provided extensive exemptive relief in respect of these matters although there is no guarantee that all or any aspects of the Programme will be able to take advantage of such relief.

As at the date of this Base Prospectus, no person has registered nor will register as a CPO of the Issuer under the CEA and the CFTC Rules thereunder. No assurance can be made that either the U.S. federal government or a U.S. regulatory body (or other authority or regulatory body) will not take further legislative or regulatory action, and the effect of such action, if any, cannot be known or predicted. Notwithstanding the contractual restrictions that have been imposed by the Issuer in order to fall outside the scope of the CEA, if the Issuer was deemed to be one or more "commodity pools", then whoever is deemed to be acting as a CPO in respect thereof would be required to register as such with the CFTC. In addition, if the Issuer were deemed to be a "commodity pool", it would have to comply with a number of reporting requirements that are geared to traded commodity pools. Complying with these requirements

on an ongoing basis could impose significant costs on the Issuer that may materially and adversely affect the value of the Notes. It is presently unclear how an investment vehicle such as the Issuer could comply with certain of these reporting requirements on an ongoing basis. Such registration and other requirements would also involve material ongoing costs to the Issuer. The scope of such requirements and related compliance costs is uncertain but could materially and adversely affect the value of the Notes.

(c) **Risks relating to U.S. Volcker Rule**

On 10 December 2013, the SEC, the CFTC and three U.S. banking regulators approved a final rule to implement the Volcker Rule. Subject to certain exceptions, the Volcker Rule prohibits sponsorship of and investment in certain "covered funds" by "banking entities", a term that includes Nomura International plc and Nomura Financial Products Europe GmbH and most internationally active banking organizations that may be swap counterparties. Even if an exception allows a banking entity to sponsor or invest in a covered fund, the banking entity may be prohibited from entering into certain "covered transactions" with that covered fund. Covered transactions include (among other things) entering into a Swap Transaction if the swap would result in a credit exposure to the covered fund.

Because the Notes may not at any time be offered, sold or, in the case of Bearer Notes, delivered within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S), (b) not a Non-United States person (as defined in CFTC Rule 4.7, but excluding, for the purposes of subsection (D) thereof, the exception for qualified eligible persons who are not Non-United States persons) or (c) a U.S. person (as defined in the U.S. Credit Risk Retention Rules), the Issuer does not believe that the issuance and sale of the Notes as contemplated by this Base Prospectus will fall within the restrictions imposed by the Volcker Rule. However, no assurances can be provided in this regard, and each prospective investor in the Notes should consult with its own legal advisors as to the suitability of an investment in the Notes for such prospective investor.

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

(d) **U.S. Risk Retention Regulations**

On 24 December 2016, the joint final regulations implementing the credit risk retention requirements of section 15G of the Exchange Act, as added by the Dodd-Frank Act ("**U.S. Risk Retention Regulations**") became effective with respect to "securities transactions" such as the transaction described in this Base Prospectus. The U.S. Risk Retention Regulations generally require securitisers of asset-backed securities to retain not less than 5 per cent. of the credit risk of the assets collateralising such asset-backed securities unless an exemption applies.

The U.S. Risk Retention Regulations do include a "safe harbour" provision for certain securitisation transactions with limited connections to the U.S. and U.S. investors. Generally,

such safe harbour requires that (1) the securitisation transaction is not required to be and is not registered under the Securities Act, (2) no more than 10 per cent. of the dollar value (or equivalent if denominated in a foreign currency) of all classes of interests in the securitisation transaction are sold or transferred to U.S. persons or for the account or benefit of U.S. persons, (3) neither the Issuer nor the Arranger is, or is a branch of an entity which is, chartered, incorporated or organised under the laws of the United States or any state or territory thereof, or is a branch or office of a non-U.S. entity that is located in the United States, and (4) no more than 25 per cent. of the assets collateralising the securitisation transaction have certain connections with the United States.

The provisions in the transaction documents do not comply with the requirements of the U.S. Risk Retention Regulations. Prospective investors in the Notes should carefully consider the foregoing in connection with their investment decision whether or not to invest in the Notes.

6 SFTR (ARTICLE 15) TITLE TRANSFER COLLATERAL ARRANGEMENTS RISK DISCLOSURE

In respect of each Series of Notes, the Issuer may enter into one or more "title transfer collateral arrangements" (as defined in Article 2(1) of Directive 2002/47/EC) (each such arrangement, a "**Title Transfer Arrangement**") with a counterparty (as the "**Title Transfer Counterparty**"), as specified in the Issue Deed in respect of the relevant Series of Notes. The Title Transfer Arrangement may take the form of a credit support annex to an ISDA Master Agreement, a global master repurchase agreement as published by The Bond Market Association and the International Securities Market Association or a global master securities lending agreement as published by the International Securities Lending Association, or another form that provides for collateralisation on a title transfer basis.

Under Article 15 of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (as amended from time to time) ("**SFTR**"), the transferee of securities under any Title Transfer Arrangement is required to inform the transferor of such securities of the general risks and consequences that may be involved in entering into a Title Transfer Arrangement. Such risks are detailed below and are also relevant for the holders of the Series even though they will not be directly party to any Title Transfer Arrangement, particularly in circumstances where the Issuer is a transferor of securities under a Title Transfer Arrangement.

For the purposes of this paragraph 6, the person that transfers securities under a Title Transfer Arrangement is referred to as the "**Transferor**", the person to whom such securities are transferred is referred to as the "**Transferee**" and the securities so transferred are referred to as the "**Securities Collateral**".

6.1 Loss of proprietary rights in Securities Collateral

The rights, including any proprietary rights, that a Transferor has in Securities Collateral transferred to a Transferee will be replaced (subject to any security interest granted by the Transferee) by an unsecured contractual claim for delivery of equivalent Securities Collateral, subject to the terms of the Title Transfer Arrangement. If the Transferee becomes insolvent or defaults under the Title Transfer Arrangement, the Transferor's claim for delivery of equivalent Securities Collateral will not be secured and will be subject to the terms of the Title Transfer Arrangement and applicable law. Consequently, the Transferor may not receive such equivalent Securities Collateral (although the Transferor's exposure may be reduced to the extent that its liabilities to the Transferee under such Title Transfer Arrangement and/or other liabilities it has to the Transferee under any other Title Transfer Arrangement or other agreement can be netted or set-off against the obligation of the Transferee to deliver equivalent Securities Collateral to the Transferor).

Where the Issuer is the Transferor, upon transfer of the Securities Collateral, such securities will cease to form part of the Security so the holders of the Series will no longer have the benefit of security over such securities. In the event of the Title Transfer Counterparty (as Transferee) becoming insolvent or otherwise defaulting, the Security will not include equivalent Securities Collateral which the Issuer might otherwise have been expecting to receive. In these circumstances, holders of the Series should be aware that the net proceeds of realisation of the Security may be insufficient to cover amounts that would otherwise be due under the Notes and consequently the holders of the Series are exposed to the credit risk of the Title Transfer Counterparty (as Transferee).

Where the Title Transfer Counterparty is the Transferor, upon transfer of the Securities Collateral, the Issuer's obligations to transfer equivalent Securities Collateral in respect of the Title Transfer Arrangement, amongst other things, will be secured by the Security in respect of the relevant Series of Notes. The Title Transfer Counterparty will not have any proprietary rights in the Securities Collateral transferred to the Issuer. If the Issuer defaults under the Title Transfer Arrangement, although the Title Transfer Counterparty's claim for delivery of equivalent Securities Collateral will benefit from the Security granted by the Issuer, the Title Transfer Counterparty's claim for delivery of equivalent Securities Collateral will, as a result of the applicable Priority of Payments, be subordinated to prior ranking claims of certain other Secured Creditors in respect of the Security. Consequently, the Transferor may not receive the equivalent Securities Collateral (although the Transferor's exposure may be reduced to the extent that its liabilities to the Transferee under such Title Transfer Arrangement and/or other liabilities it has to the Transferee under any other Title Transfer Arrangement or other agreement can be netted or set-off against an obligation on the Transferee to deliver equivalent Securities Collateral to the Transferor).

6.2 Stay of proceedings following resolution process

In the event that a resolution process (i.e. the process by which the authorities can intervene to manage the failure of a firm in an orderly fashion) is commenced by a resolution authority under any relevant resolution regime in relation to the Transferee, then (i) any rights that the Transferor may have to take any action against the Transferee, such as to terminate the Title Transfer Arrangement, may be subject to a stay by the relevant resolution authority and (ii) the Transferor's claim for delivery of equivalent Securities Collateral may be reduced (in part or in full) or converted into equity or (iii) a transfer of assets or liabilities may result in the Transferor's claim against the Transferee being transferred to different entities, although the Transferor may be protected to the extent that the exercise of resolution powers is restricted by the availability of set-off or netting rights.

Where the Issuer is the Transferor, this means that the Issuer may not be able to immediately enforce its rights against the Title Transfer Counterparty and its rights may be altered by operation of law or contract. Holders of the Series will be exposed to the risk of such delay and alteration of rights against the Title Transfer Counterparty.

6.3 Loss of voting rights in respect of Securities Collateral

The Transferor in respect of any Securities Collateral will not be entitled to exercise, or direct the Transferee to exercise any voting, consent or similar rights attached to the Securities Collateral.

Holders of the Series should be aware that where the Transferor is the Issuer, such holders of the Series will not have any right under the Trust Deed to direct the Issuer to exercise any voting, consent or similar rights attached to the Securities Collateral.

6.4 No information provided in respect of Securities Collateral

The Transferee will have title to any Securities Collateral and may or may not continue to hold such Securities Collateral and as such it will have no obligation to inform the Transferor of any corporate events or actions in relation to any Securities Collateral.

Where the Issuer is the Transferor, this means that no assurance can be given to the holders of the Series that they will be informed of events affecting any Securities Collateral.

7 Risks relating to the Counterparty, the Counterparty Guarantor and the Derivative Agreement

7.1 The Issuer's ability to meet its obligations under the Notes may depend on the receipt by it of payments under the Derivative Agreement

If the Issuer has entered into a Derivative Agreement in connection with the Notes, the ability of the Issuer to meet its obligations under the Notes will depend on the receipt by it of payments under the Derivative Agreement.

Consequently, the Issuer is exposed to the ability of the Counterparty to perform its obligations under the Derivative Agreement and the Counterparty Guarantor to perform its obligations under the Counterparty Guarantee (if applicable) in addition to the exposure of the Issuer to the Collateral. Default by, or certain other events affecting, the Counterparty or the Counterparty Guarantor (if applicable) may result in the termination of the Derivative Agreement and, in such circumstance, any amount due to the Issuer upon such termination may not be paid in full.

If on the termination of the Derivative Agreement an amount is payable by the Counterparty or the Counterparty Guarantor (pursuant to the Counterparty Guarantee, if applicable) to the Issuer (after taking into account any collateral posted between the parties pursuant to the terms of any credit support annex to the Derivative Agreement), then the Issuer will have an unsecured claim against the Counterparty or the Counterparty Guarantor for such amount and, in any insolvency of the Counterparty and/or the Counterparty Guarantor, the Issuer's claim will rank after those of the Counterparty's and/or the Counterparty Guarantor's secured and other preferred creditors.

SECTION 2: CONDITIONS OF THE NOTES

The following is the text of the terms and conditions (the "**Conditions**") which will be attached to and form part of the Notes of each Series in definitive form (if any) and will apply to the Global Notes, save as modified by the terms of the Global Notes. The Additional Conditions in relation to any Series of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace, supplement or modify these Conditions for the purposes of such Series. The Additional Conditions (or the relevant provisions thereof) will be attached to each Global Note and Definitive Note.

References in these Conditions to (a) "Notes" means the Notes or Note (as the case may be) as defined in the Note which incorporates these Conditions or to which these Conditions are attached, and (b) "Series", "Class" or "Tranche" shall be to the Series, Class or Tranche, as applicable, of which the Notes form part (and shall include any related Receipts, Coupons and Talons).

1 DEFINITIONS

These Conditions incorporate the Definitions and Common Provisions dated 11 July 2019 and prepared in connection with the "NOVUS" Structured Issuance Programme (the "**Definitions and Common Provisions**"). In particular, the provisions of clause 4 (*Limited Recourse and Non-Petition*) of such Definitions and Common Provisions shall prevail over any provision to the contrary in these Conditions.

2 FORM, TITLE, TRANSFER, STATUS, RANKING, EXCHANGE AND OTHER PROVISIONS RELATED TO THE NOTES WHILE IN GLOBAL FORM

2.1 Form

The Series is comprised of Bearer Notes or Registered Notes, as specified in the Additional Conditions.

(a) **Bearer Notes**

Each Tranche of Bearer Notes will be initially issued in the form of a Temporary Global Note or, if so specified in the relevant Additional Conditions, as applicable, a Permanent Global Note, which, in either case, will:

(i) if the Global Notes are intended to be issued in NGN form, as stated in the applicable Issue Deed, be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg; and

(ii) if the Global Notes are not intended to be issued in NGN form, be delivered on the date of issue of such Tranche to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg.

Upon issue of such Tranche, in the case of Notes which are not NGNs, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each purchaser's account with a principal amount of Bearer Notes equal to the principal amount thereof for which the purchaser has subscribed and paid. If the Notes are NGNs, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

(b) **Registered Notes**

Each Series of Registered Notes will be represented by a global note in respect of such Series in registered form, without Receipts or Coupons (a "**Registered Global Note**"), which will be registered in the name of a nominee of, and shall be deposited with a custodian on its issue date with a Common Depositary for the accounts of, Euroclear and Clearstream, Luxembourg. Beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg, and such Registered Global Note will bear a legend regarding such restrictions on transfer.

2.2 Title and transfer

Title to Bearer Notes, Receipts, Coupons and Talons (if any) passes by delivery and in accordance with applicable law. Title to Registered Notes passes by registration in the Register which the Registrar has agreed in the Agency Agreement to keep. In the case of Bearer Notes, the bearer of any Note, Coupon or Talon will (except as otherwise provided by law) be treated as its absolute owner for all purposes and no person shall be liable for so treating such bearer.

Notes which are represented by a Global Note will be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be. Each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than each such clearing system to the extent that it is an accountholder with the other clearing system for the purpose of operating the "bridge" between the clearing systems) as the holder of a particular principal amount of the Notes shall be treated by the Issuer, each Counterparty, the Note Trustee and the Agents as the holder of such principal amount of the Notes (and the expression "**holders**" and references to "**holding of Notes**" and to "**holder of the Notes**" shall be construed accordingly) for all purposes other than the entitlement to receive payments of principal, interest or any amounts due on redemption in respect of the Global Notes and provided that such principal amount is an integral multiple of the Specified Denomination.

2.3 Status

The obligations of each Series constitute secured limited recourse obligations of the Issuer.

2.4 Ranking

(a) Unless the Series is comprised of more than one Class (as specified in the Additional Conditions), the Notes comprised in the Series rank *pari passu* amongst themselves.

(b) If the Series is comprised of more than one Class, then:

(i) each Class of Notes will rank in relation to each other Class of Notes as specified in the Additional Conditions; and

(ii) the Notes comprised in each Class rank *pari passu* amongst themselves.

2.5 Exchange

(a) **Bearer Notes**

(i) On and after the date (the "**Exchange Date**") which is the later of:

(A) 40 days after the Temporary Global Note has been issued; and

(B) 40 days after the completion of the distribution of the relevant Tranche (as determined and certified by the relevant Dealer),

interests in such Temporary Global Note will be exchangeable in whole or in part (free of charge) upon a request as described therein either for:

(x) interests in a Permanent Global Note of the same Series; or

(y) if so specified therein, for Definitive Bearer Notes of the same Series having, if specified, Coupons and Talons,

in each case, provided that certification has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, (and Euroclear and/or Clearstream, Luxembourg has given a like certification to the Principal Paying Agent based on the certifications it has received) to the effect that the beneficial owners of interests in such Temporary Global Note are not U.S. persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations (a "**Non U.S. Resale Certification**"), unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for Definitive Bearer Notes is improperly withheld or refused.

(ii) A Permanent Global Note in respect of a Series will be exchangeable (free of charge), in whole but not in part, for Definitive Bearer Notes of such Series with, where applicable, Coupons and Talons attached upon the occurrence of certain limited circumstances set out in such Permanent Global Note. In the event that a Permanent Global Note is exchanged for Definitive Bearer Notes, such Definitive Bearer Notes shall be issued only in the applicable denominations specified in the relevant Additional Conditions. Holders who hold Notes of a Series in the relevant clearing system in amounts that are not integral multiples of the applicable denominations may need to purchase or sell, on or before the relevant exchange date, a principal amount of Notes such that their holding is an integral multiple of such denominations.

(b) **Registered Notes**

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, coupons or talons attached ("**Definitive Registered Notes**") only in the limited circumstances set out in such Registered Global Note. Definitive Registered Notes issued in exchange for a beneficial interest in a Registered Global Note shall bear the legend applicable to such Notes.

2.6 Legend for offers by an Irish Issuer or offers into Ireland

Any Obligation which (i) is issued by an Irish-incorporated Issuer or which is offered into Ireland and (ii) has an initial maturity of 364 days or less will bear the following legend:

"THE NOTES CONSTITUTE COMMERCIAL PAPER FOR THE PURPOSES OF, AND ARE ISSUED IN ACCORDANCE WITH, AN EXEMPTION GRANTED BY THE CENTRAL BANK OF IRELAND UNDER SECTION 8(2) OF THE CENTRAL BANK ACT, 1971 OF IRELAND, AS INSERTED BY SECTION 31 OF THE CENTRAL BANK ACT, 1989 OF IRELAND, AS AMENDED BY SECTION 70(D) OF THE CENTRAL BANK ACT, 1997 OF IRELAND. THE ISSUER IS NOT REGULATED BY THE CENTRAL BANK OF IRELAND ARISING FROM THE ISSUE OF COMMERCIAL PAPER. AN INVESTMENT IN THE NOTES OR ANY INTEREST HEREIN DOES NOT HAVE THE STATUS OF A BANK DEPOSIT AND IS NOT WITHIN THE SCOPE OF THE DEPOSIT PROTECTION SCHEME OPERATED BY THE CENTRAL BANK OF IRELAND."

Each Temporary Global Note, Permanent Global Note and any Bearer Note with an initial maturity of 364 days or less shall carry the title "Commercial Paper".

2.7 Meetings and quorum while Notes are in global form

The holder of a Global Note will be treated as being two persons for the purposes of any quorum requirements of a meeting of holders whose Notes are represented thereby and, at any such meeting, as having one vote in respect of each principal amount of Notes equal to the minimum denomination of the Notes for which such Global Note so held may be exchanged.

2.8 Legend for all offers into the European Economic Area (the "EEA")

Any Notes that are offered, sold or made available into the EEA will bear the following legend except where the Additional Conditions specify that the Notes are sold to EEA Retail Investors (as defined below):

"The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (an "**EEA Retail Investor**"). For these purposes, "**EEA Retail Investor**" means a person who is any of (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"), (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to EEA Retail Investors has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA Retail Investor may be unlawful under the PRIIPs Regulation."

2.9 Effect of cancellation of any Global Notes

Cancellation of any Global Note required by the relevant Conditions for such Series to be cancelled following its purchase will be effected by reduction in the principal amount of the relevant Global Note.

2.10 Information pertinent to the Note Trustee when considering interest of holders of the Series while Notes are in global form

In considering the interests of the holders, while any Global Note is held on behalf of a clearing system the Note Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note and may consider such interests as if such accountholders were the holder of the relevant Global Note.

2.11 Notes in NGN form

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

3 INTEREST

3.1 Application

This Condition 3 applies only to Notes which are interest bearing (save for Conditions 3.3(b) and 3.3(c) (*Accrual*), which apply additionally to Zero Coupon Notes).

3.2 Interest Rate

(a) **Interest**: Interest on each Note accrues at the Interest Rate from time to time.

(b) **Fixed Rate Obligations**: If the Notes are Fixed Rate Obligations, the Interest Rate is the rate specified as such in the Additional Conditions.

(c) **Floating Rate Obligations**: If the Notes are Floating Rate Obligations, the Interest Rate for each Interest Period will be the sum of:

(i) the applicable Margin; and

(ii) the relevant ISDA Rate for such Interest Period.

(d) **Indexed Obligations and Structured Rate Obligations**: If the Notes are Indexed Obligations or Structured Rate Obligations, the Interest Rate for each Interest Period will be determined in the manner specified in the Additional Conditions.

(e) **Maximum or Minimum Interest Rates**: If "Maximum Rate of Interest"/"Minimum Rate of Interest" is specified to be applicable in the Additional Conditions, then the Interest Rate shall in no event be:

(i) greater than the "Maximum Rate of Interest" so specified; or

(ii) less than the "Minimum Rate of Interest" so specified.

3.3 Accrual

(a) Interest will start to accrue on each Note from and including its Interest Commencement Date and will cease to accrue on each Note on the due date for redemption in full thereof.

(b) If the Issuer fails to redeem any Note in full upon due presentation thereof (or of the related Receipt or Coupon) on the due date therefor, interest will continue to accrue as set out above until the date on which such Note is redeemed in full.

(c) Paragraph (b) above shall apply to Zero Coupon Notes, provided that the Interest Rate for such purpose shall be the related Zero Coupon Yield (and any such Note shall otherwise be treated as a Fixed Rate Obligation for such purpose, having 30/360 as the applicable Day Count Fraction).

3.4 Interest Payment Dates

Interest will be payable on each Note in arrear on each Interest Payment Date.

3.5 Interest Amount

The amount of interest payable in respect of any Note of the Specified Denomination for each Interest Period (the "**Interest Amount**") shall be the product of:

(a) the applicable Interest Rate;

(b) (unless otherwise specified in the Additional Conditions), the Specified Denomination of such Note for that Interest Period; and

(c) the applicable Day Count Fraction.

4 SCHEDULED REDEMPTION

4.1 Redemption at maturity

The Issuer shall redeem each Note at its Redemption Amount (as defined in Condition 4.2 (*Redemption Amount*)) on the related Maturity Date, being the date specified as such in the Additional Conditions.

4.2 Redemption Amount

The "**Redemption Amount**" of each Note, unless otherwise specified in the Additional Conditions, is the aggregate of:

(a) its principal amount outstanding on the applicable date of redemption; and

(b) any Premium Amount specified in the Additional Conditions.

4.3 Redemption by instalments

If the Notes are Instalment Obligations, the Issuer shall redeem each Note in part on each Instalment Date by the related Instalment Amount. The principal amount outstanding of each Note will be reduced for all purposes with effect from each such date and by such amount, unless the Issuer fails to pay any such amount upon due presentation of the relevant Note (or the related Receipt).

4.4 Physical Settlement

Where the Additional Conditions specify that Physical Settlement applies:

(a) **Delivery**: Upon satisfaction of the pre-conditions to delivery set out in paragraph (c) below, the Issuer will cause to be delivered, on the Asset Delivery Date, the Physical Redemption Amount for the Notes specified in the relevant Delivery Instruction Certificate, in accordance with the instructions contained therein.

(b) **Physical Redemption Amount**: The "**Physical Redemption Amount**" means, in relation to any Delivery Instruction Certificate:

(i) a portion, determined by the Calculation Agent in its sole discretion, of the Collateral Assets corresponding to the portion of the Series subject to that Delivery Instruction Certificate but rounded down to, where the Collateral Assets comprise securities, the nearest whole number of Collateral Assets and where the Collateral Assets comprise other debt obligations, the nearest minimum transfer value of the Collateral Assets; less

(ii) any portion of such Collateral Assets required to be realised to make payment of any amounts which would rank prior to payments to the holders of the Series in accordance with the Priority of Payments on an enforcement of the Security; together with

(iii) a cash amount equal to the sum of:

(A) the net proceeds of that fraction of the Collateral Assets that was the subject of rounding down; and

(B) where the net sum of all termination payments determined in respect of any Charged Agreement relating to the Series is payable to the Issuer, a pro rata portion of such net sum.

(c) **Pre-Conditions to delivery**: A holder of any Note will not be entitled to any Physical Redemption Amount unless it has:

(i) presented or surrendered (as is appropriate) the relevant Note;

(ii) delivered a Delivery Instruction Certificate at the Principal Paying Agent's (or Registrar's or Transfer Agent's) Specified Office; and

(iii) paid or procured payment of any costs, fees, taxes or duties incurred by or for the account of the Issuer in connection with such delivery.

As receipt for such Note the Principal Paying Agent (or Registrar or Transfer Agent) will issue the holder with a stamped, dated copy of such Delivery Instruction Certificate. The records of

the Principal Paying Agent (or Registrar or Transfer Agent) will be conclusive evidence of the entitlement of the holder of any Note to a Physical Redemption Amount.

(d) **Clearing systems**: For so long as the Notes are subject to clearing, any communication from any relevant clearing system on behalf of the holder of any Note containing the information required in a Delivery Instruction Certificate will be treated as a Delivery Instruction Certificate.

(e) **Global Notes**: For as long as Bearer Notes are represented by a Global Note, surrender of Notes, together with a Delivery Instruction Certificate will be effected by presentation of the Global Note and its endorsement to note the principal amount of Notes to which the relevant Delivery Instruction Certificate relates.

(f) **Settlement disruption**: The Issuer will not be liable to pay any additional amount as a result of any delay in the delivery of any Collateral Assets for reasons which are outside its control (including any delay in the delivery of such Collateral Assets to the Issuer by any relevant Counterparty or any other person).

5 MANDATORY AND OPTIONAL EARLY REDEMPTION

5.1 Mandatory Redemption Events

(a) If:

(i) any of the Collateral Assets become repayable prior to their scheduled maturity for any reason; or

(ii) there is a payment default in respect of any Collateral Asset; or

(iii) any transaction or series of transactions entered into pursuant to any Charged Agreement is terminated prior to its scheduled maturity unless such transaction or series of transactions has been or is simultaneously replaced on terms and with a Counterparty which are approved in writing by the Note Trustee (at the direction of the holders of the Series or, if applicable, the most senior Class thereof, acting by Extraordinary Resolution) and the Security Trustee (acting at the direction of the Controlling Secured Creditor); or

(iv) a Collateral Restructuring Event (as defined below) occurs, and the Counterparty (in its sole and absolute discretion) elects to propose, by notice in writing to the Issuer and the holders of the Series (such notice, a "**Collateral Restructuring Event Notice**") an amendment to the Conditions of the Notes and/or the Charged Agreements to preserve the economic effect of the Notes following the occurrence of such Collateral Restructuring Event and provided that in accordance with paragraph (e)(ii) below the Issuer, the Counterparty and the holders of the Series do not agree (each acting reasonably) to amend the Conditions of the Notes and/or the Charged Agreements by the date nominated by the Counterparty in the Collateral Restructuring Event Notice (such date being up to 60 calendar days from the delivery of the Collateral Restructuring Event Notice),

the Issuer will notify (or procure the notification of) the holders of the Series, the Note Trustee and each Agent accordingly (each event in paragraphs (i), (ii), (iii) and (iv) above a "**Mandatory Redemption Event**").

(b) The Issuer shall thereupon procure that the Acquisition and Disposal Agent (or any successor acquisition and disposal agent):

(i) disposes of the Collateral Assets; and

(ii) where the termination payment in respect of any Charged Agreement falls to be determined by the Issuer, determines the amount of such payment,

in each case on behalf of the Issuer in accordance with the Agency Agreement.

(c) Upon receipt by the Issuer (or by the Custodian on behalf of the Issuer) of the net proceeds of liquidation of the Collateral Assets, the Issuer (or the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) acting on behalf of the Issuer and, in each case, having been provided with the form of notice by the Issuer) will notify the holders of the Series, the Note Trustee and each Agent designating a date for early redemption (being a date not fewer than three Business Days and not more than 10 Business Days following such receipt) and, upon such date, the Issuer shall redeem each Note at its Early Redemption Amount (as defined in Condition 5.7 (*Early Redemption Amount*)).

(d) If the Notes are rated by any Rating Agency, paragraphs (a)(i) and (ii) above shall not apply in respect of any Collateral Assets acquired by the Issuer under a Repurchase Agreement.

(e) For the purposes of this Condition 5.1:

(i) "**Collateral Restructuring Event**" shall mean the occurrence of one of the following:

(A) the currency in which the obligor of the Collateral Assets pays or is required to pay interest or principal on the Collateral Asset or any Counterparty to a Charged Agreement pays or is required to pay amounts due thereunder is redenominated, substituted or otherwise changed from its originally scheduled currency as at the Trade Date of the Notes; or

(B) any one or more of the following events occur in respect of any Collateral Assets as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring or resolution law or regulation (or any other similar law or regulation), in each case, applicable to any relevant obligor in a form which is binding, irrespective of whether such event is expressly provided for under the terms of the relevant Collateral Assets:

(i) any event which would affect the rights of the holders of such Collateral Assets so as to cause:

(1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;

(2) a reduction in the amount of principal or premium payable at redemption;

(3) a postponement or other deferral of a date or dates for either the payment or accrual of interest or the payment of principal or premium; or

(4) a change in the ranking in priority of the Collateral Assets causing subordination of such Collateral Assets;

(ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Collateral Assets;

(iii) a mandatory cancellation, conversion or exchange; or

(iv) any event which has an analogous effect to any of the events described in (i) to (iii) above.

(ii) following the occurrence of a Collateral Restructuring Event, the Counterparty may (in its sole and absolute discretion) elect to propose to amend the Conditions of the Notes and/or the Charged Agreements by delivering a Collateral Restructuring Event Notice, and each of the Issuer and the holders of the Series (by Extraordinary Resolution (which may be in the form of a Written Resolution)) shall notify the Counterparty, in writing and by the date nominated by the Counterparty in such Collateral Restructuring Event Notice, whether or not it agrees with such proposed amendment(s). If the Issuer and the holders of the Series notify the Counterparty in the manner described above that they agree with such proposed amendment(s), the Issuer shall take such steps as may be necessary to effect such amendment(s). If, however, either the Issuer or the holders of the Series do not notify the Counterparty of their agreement with such proposed amendment(s), in accordance with paragraph (a)(iv) above, a Mandatory Redemption Event shall be deemed to have occurred and paragraphs (b) and (c) above shall apply.

5.2 Tax event

(a) Subject to paragraphs (b) and (c) below, if:

(i) the Issuer would, on the next payment date in respect of the Notes, be required to withhold or account for any tax in the jurisdiction of incorporation of the Issuer, the Registrar or any Paying Agent; or

(ii) the Issuer would suffer tax (including by means of a withholding or deduction of tax by the relevant Counterparty) in respect of any payment to be made to it under any Charged Agreement or in respect of the Collateral Assets,

in each case, due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after the Issue Date of the Notes (regardless of whether such action is taken or brought with respect to the Issuer) or (2) any change in any law (or in the application of any law) that occurs after the Issue Date of the Notes and as evidenced by an opinion addressed to the Issuer obtained from legal advisers to the Issuer of recognised standing in the relevant jurisdiction, then the Issuer shall notify the holders of the Notes, the Note Trustee and each Agent accordingly.

(b) Upon any such notification, the provisions of paragraphs (b) and (c) of Condition 5.1 (*Mandatory Redemption Events*) shall apply provided that the Issuer has used all reasonable efforts, during a period not exceeding 30 calendar days, to avoid or mitigate the effect of the relevant tax, including, without limitation, by:

(i) seeking to substitute itself with another issuer that would not be the subject of such tax;

(ii) proposing to the relevant Counterparty that the office or branch out of which any transaction entered into under any Charged Agreement is booked is changed to another jurisdiction; or

(iii) completing and filing any forms required by the relevant taxing authority, court or law.

Any substitution of the Issuer as such or change in the booking jurisdiction of any transaction entered into under any Charged Agreement shall be subject to (i) the written confirmation of the Note Trustee that it is satisfied that such substitution or change is not materially prejudicial to the interests of the holders and (ii) to the Note Trustee having been indemnified and/or secured and/or prefunded to its satisfaction in respect of any costs in connection with such

substitution or change. The Issuer shall not be obliged to incur any material cost in connection with such avoidance or mitigation.

(c) This Condition 5.2 shall not apply in relation to any Holder Tax.

(d) If the Issuer reasonably expects that it is or will become subject to U.S. withholding tax under Section 1471 or Section 1472 of the U.S. Internal Revenue Code or reasonably expects that it is or will be in violation of a reporting and withholding agreement entered into with the U.S. Internal Revenue Service on account of non-compliance by the holders of the Series with respect to requests for identifying information and other certifications, the Issuer may give notice to the Trustees and the holders of the Series in accordance with Condition 15 (*Notices*) that all the Notes (or such part of the Notes as specified by the Issuer) are due and repayable in accordance with Condition 5.1 (*Mandatory Redemption Events*) (unless otherwise specified in the relevant Additional Conditions) at any time following such event or circumstance.

5.3 Redemption at the option of holders and exercise of holders' options

(a) If "Noteholder Put Option" is specified to be applicable in the Additional Conditions, the Issuer shall, at the option of the holder of any Note, redeem such Note on the date or dates so provided (such date(s) of redemption to be no earlier than the last date of any minimum notice period required by the relevant Clearing System) at its *Redemption Amount* (or, as specified in the Additional Conditions, Physical Redemption Amount) together with interest accrued to the date fixed for redemption.

(b) To exercise any option referred to in paragraph (a) above or any other holders' option which may be set out in the Additional Conditions, the holder of any Notes in definitive form must deposit the relevant Note with any Paying Agent (in the case of Bearer Notes) or with the Registrar or any Transfer Agent (in the case of Registered Notes) at its Specified Office, together with a duly completed option notice within the period specified in the Additional Conditions. No Note so deposited and option so exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer and any relevant Counterparty.

(c) To exercise any option referred to in paragraph (a) above or any other holders' option which may be set out in the Additional Conditions in relation to any Notes in global form, the holder must give written notice within the period specified in the Additional Conditions of such exercise to the Principal Paying Agent, specifying the principal amount of Notes in respect of which the option is being exercised. Any such notice will be irrevocable and may not be withdrawn without the prior consent of the Issuer and any Counterparty.

5.4 Redemption at the option of the Issuer

(a) If "Issuer Call Option" is specified to be applicable in the Additional Conditions, the Issuer may, on giving not less than 5 Business Days' irrevocable notice to the holders of the Notes, substantially in the form set out in Schedule 5 (*Form of Call Option Exercise Notice*) to the Trust Terms (the "**Call Option Exercise Notice**") (or such other notice period as may be specified in the Additional Conditions) and to the Note Trustee, redeem all or, if so provided, some of the Notes on the relevant Optional Redemption Date(s). Each Note so redeemed shall be redeemed at its Issuer Call Option Redemption Amount. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the Additional Conditions, and no greater than the Maximum Redemption Amount to be redeemed specified in the Additional Conditions.

(b) All Notes in respect of which any such notice is given shall be redeemed on the date specified in the relevant Call Option Exercise Notice in accordance with this Condition 5.4.

(c) In the case of a partial redemption, the notice to the holders of the Series shall also contain the certificate numbers of the Bearer Notes (if applicable), or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holders of such Registered Notes, to be redeemed which shall have been drawn in such place and in such manner as the Issuer deems appropriate, subject to compliance with any applicable laws, stock exchange or other relevant authority requirements.

(d) While the Notes are represented by a Permanent Global Note, an Issuer Call Option must still be exercised by the Issuer giving a Call Option Exercise Notice, except that such notice shall not be required to contain the certificate numbers of Notes drawn in the case of a partial exercise of an option and, accordingly, no drawing of Notes shall be required. In the event that the Issuer Call Option is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or other clearing system specified in the relevant Additional Conditions (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

(e) So long as the Notes are listed and/or admitted to trading on Euronext Dublin or any other stock exchange and the rules of the relevant stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in the Republic of Ireland (that is expected to be the Irish Times) or as specified by such other stock exchange or other relevant authority a notice specifying the outstanding aggregate nominal amount of the Notes and a list of the Notes drawn for redemption but not surrendered.

5.5 Redemption following an Administrator/Benchmark Event in respect of the Notes

If, in respect of a Series, the Calculation Agent (acting in good faith and in a commercially reasonable manner) determines on any day that an Administrator/Benchmark Event has occurred in respect of a Relevant Benchmark by reference to which amounts payable under the Notes are calculated (such Relevant Benchmark, the "**Affected Relevant Benchmark**" and such day, the "**Administrator/Benchmark Event Notes Determination Date**") and:

(a) it (x) is or would be unlawful under any applicable law or regulation or (y) would contravene any applicable licensing requirements, for the Calculation Agent to determine a Replacement Benchmark for the Affected Relevant Benchmark (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time);

(b) the Calculation Agent determines that the Replacement Benchmark which would otherwise be selected by the Calculation Agent to replace the Affected Relevant Benchmark is or would be a benchmark, index or other price source whose production, publication, methodology or governance would subject the Calculation Agent or the Counterparty to material additional regulatory obligations which it is unwilling to undertake; or

(c) either a Replacement Benchmark Notice or a Replacement Benchmark Certificate is not delivered at least two London Business Days before a Cut-off Date in accordance with Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*),

then the Calculation Agent shall as soon as reasonably practicable, deliver to the Issuer an Administrator/Benchmark Redemption Event Notice (copied to the Trustees, the Counterparty and each Agent of the occurrence of an Administrator/Benchmark Event and of the designation of the Early Redemption Date and following receipt of such notice, the Issuer shall give notice to the holders of the Series of such Early Redemption Date in accordance with Condition 15 (*Notices*) including the information contained in the Administrator/Benchmark Redemption Event Notice and

redeem each Note at its Early Redemption Amount on the Early Redemption Date. The Early Redemption Amount shall be the only amount payable in respect of the Notes and there will be no separate payment of accrued interest thereon.

5.6 Redemption following an Administrator/Benchmark Event in respect of Collateral Assets

If, in respect of a Series, the Calculation Agent (acting in good faith and in a commercially reasonable manner) determines at any time that an Administrator/Benchmark Event has occurred in respect of a Relevant Benchmark by reference to which amounts payable under Collateral Assets are calculated and the Calculation Agent notifies the Issuer under Condition 8.9(i)(C) (*Occurrence of an Administrator/Benchmark Event in respect of amounts payable under the Collateral Assets*) that the Notes are to be redeemed (such time, the "**Administrator/Benchmark Event Collateral Assets Determination Date**") then:

(i) the Calculation Agent shall as soon as reasonably practicable, deliver to the Issuer an Administrator/Benchmark Redemption Event Notice (copied to the Trustees, the Counterparty and each Agent) of the occurrence of an Administrator/Benchmark Event and of the designation of the Early Redemption Date; and

(ii) the Issuer shall, following receipt of such notice, give notice to the holders of the Series of the Early Redemption Date in accordance with Condition 15 (*Notices*); and the information contained in the Administrator/Benchmark Redemption Event Notice and redeem each Note at its Early Redemption Amount on the Early Redemption Date. The Early Redemption Amount shall be the only amount payable in respect of the Note and there will be no separate payment of accrued interest thereon.

5.7 Early Redemption Amount

(a) The "**Early Redemption Amount**" in respect of each Note, unless otherwise specified in the Additional Conditions, shall be an amount equal to the lesser of:

(i) its *pro rata* portion of the amount which would be available for distribution in respect of the Series, Tranche or, if applicable, Class, from the proceeds of liquidation of the Charged Assets or enforcement of the Security, as the case may be, after payment of all prior ranking amounts, if the Priority of Payments were to apply; and

(ii) the Redemption Amount of such Note (or, in the case of Zero Coupon Notes, the Discounted Redemption Amount).

(b) The "**Discounted Redemption Amount**" in respect of any Zero Coupon Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Zero Coupon Yield compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified for such purpose in the Additional Conditions (or if none is specified a Day Count Fraction of 30/360).

5.8 Physical delivery of Collateral Assets

If:

(a) any transaction entered into under any Charged Agreement has been terminated prior to its scheduled maturity by reason of an Event of Default (as defined therein) of the relevant Counterparty; and

(b) a holder of all of the Series so elects by notice to the Issuer, on or prior to the date falling 2 Business Days prior to the date fixed for redemption of the Series, with a copy of such notice

provided to the Note Trustee, the Security Trustee and each Agent, attaching evidence reasonably satisfactory to the Issuer of its holding of the Series,

then Condition 4.4 (*Physical Settlement*) shall apply.

6 EVENTS OF DEFAULT AND ACCELERATION

6.1 Each of the following events is an "**Event of Default**" in relation to the Series:

(a) the Issuer fails to pay any sum due in respect of the Series on the due date therefor and such failure continues for a period of three Business Days following notice of such failure from any interested party; or

(b) the Issuer fails to perform any of its other obligations in respect of the Series and either:

(i) the Note Trustee considers in its absolute discretion that such failure is incapable of remedy; or

(ii) such failure continues for a period of 30 days following the service by any interested party on the Issuer of notice requiring the same to be remedied; or

(c) an Issuer Insolvency occurs; or

(d) following the occurrence of a Permanent Arranger Insolvency, the directors of the Issuer, the Corporate Administrator of the Issuer or any other Agent of the Issuer fails to confirm within 30 calendar days of receipt of written enquiry from the Note Trustee that they continue to act in their designated capacity in respect of the relevant Series or, if any such parties have been removed, have resigned or their appointment has been otherwise terminated, such party or parties have not been replaced within 30 calendar days of such resignation, removal or termination of appointment.

6.2 Acceleration

If an Event of Default occurs, then the Note Trustee may in its discretion or shall (subject to it being indemnified and/or secured and/or pre-funded to its satisfaction) if requested (where there is only one Class of Notes then outstanding) in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding or by an Extraordinary Resolution of such holders (and where the Series comprises more than one Class, so requested in writing by the holders of at least one-fifth in principal amount of the most senior ranking Class of Notes or by an Extraordinary Resolution of such holders) declare the Series, and each Note of the Series shall become, immediately due and payable at the related Early Redemption Amount.

7 TAXATION

All payments in respect of the Notes or Coupons (if any) by or on behalf of the Issuer will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless such deduction or withholding is required by applicable law or pursuant to the terms of an agreement entered into with a taxing authority. In that event, the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. The Issuer will not be obliged to make any additional payments to the holders of the Series in respect of such withholding or deduction.

8 CALCULATIONS

8.1 Calculation by Calculation Agent

As soon as is practicable on each Determination Date (as specified in the Additional Conditions), or at such other time on such other date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, the Calculation Agent shall:

(a) determine the Interest Rate and Interest Payment Date and calculate the Interest Amount for such Interest Period;

(b) determine the Redemption Amount, the Instalment Amount, the Physical Redemption Amount, the Early Redemption Amount or the Discounted Redemption Amount, as applicable; or

(c) determine any other amount or any other information that may need to be determined in accordance with the Conditions in respect of that Series (unless otherwise specified in the Conditions for that Series),

provided that, in each case, the Calculation Agent shall make such determination acting in a commercially reasonable manner.

The Calculation Agent shall notify each determination to the Note Trustee, the Issuer, the Principal Paying Agent and, if the Notes are listed and/or admitted to trading on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority, in each case as soon as is practicable after such determination.

8.2 Calculation or determination by Note Trustee

If the Calculation Agent does not at any time for any reason make any calculation or determination, or obtain any quotation, required to be made or obtained under the Conditions, and such failure continues for three Business Days after notice thereof from any interested party, the Note Trustee (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) (or any delegate or agent thereof appointed in accordance with the Trust Terms) shall make such calculation or determination, or obtain such quotation, in its absolute discretion and each such calculation or determination shall be deemed to have been made by, and each such quotation shall be deemed to have been obtained by, the Calculation Agent and the Note Trustee shall not be responsible for any Liabilities incurred in doing so.

8.3 Amendments to calculations or determinations

Any calculation or determination made, and any quotation obtained, by the Calculation Agent or the Note Trustee (or any delegate or agent thereof appointed in accordance with the Trust Terms) (as the case may be) under these Conditions or the Additional Conditions may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of a shortening or lengthening of the relevant Interest Period or otherwise to take account of events after such calculation or determination was made, or such quotation was obtained, whether or not the original calculation, determination or quotation has been notified to the holders of the Series.

8.4 Calculations and determinations binding

Any calculation or determination made, and any quotation obtained, by the Calculation Agent or the Note Trustee (or any delegate or agent thereof appointed in accordance with the Trust Terms) (as the case may be) under these Conditions or the Additional Conditions shall (in the absence of manifest error) be final and binding upon all parties.

8.5 Rounding

For the purposes of any calculations required pursuant to these Conditions or the Additional Conditions:

(a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);

(b) all figures will be rounded to seven significant figures (with halves being rounded up); and

(c) for the purpose of any calculations of monetary amounts payable in respect of the Notes, such amounts will be rounded to the nearest unit of the applicable currency (with halves being rounded up).

8.6 Administrator/Benchmark Event in respect of amounts payable under the Notes

(i) Subject to the provisions in Condition 8.7, if at any time after the Issue Date, the Calculation Agent (acting in good faith and in a commercially reasonably manner) determines that an Administrator/Benchmark Event has occurred with respect to a Relevant Benchmark by reference to which amounts payable under the Notes are calculated (such Relevant Benchmark, the "**Affected Relevant Benchmark**") then the Calculation Agent shall as soon as reasonably practicable deliver a notice to the Issuer (such notice, the "**Administrator/Benchmark Disruption Event Notice**" (copied to the Trustees, the Counterparty and each agent), setting out a description in reasonable detail of the facts relevant to the determination that an Administrator/Benchmark Event has occurred.

(ii) Following delivery of an Administrator/Benchmark Disruption Event Notice in respect of a Series, the Calculation Agent shall, as soon as reasonably practicable, attempt to determine:

(A) a Replacement Benchmark;

(B) an Adjustment Spread; and

(C) such other adjustments (the "**Replacement Benchmark Ancillary Amendments**") to the Additional Conditions and the Charged Agreement(s) which the Calculation Agent determines are necessary or appropriate in order to account for the effect of the replacement of the Affected Relevant Benchmark with the Replacement Benchmark (as adjusted by the Adjustment Spread) and/or to preserve as closely as practicable the economic equivalence of the Notes before and after the replacement of the Affected Relevant Benchmark.

(the amendments required to the Conditions to reflect paragraphs (A) to (C) together, the "**Replacement Benchmark Amendments**").

(iii) If the Calculation Agent determines the Replacement Benchmark Amendments for the Affected Relevant Benchmark pursuant to paragraph (ii) above then the Calculation Agent shall deliver:

(A) a notice to the Issuer (such notice, the "**Replacement Benchmark Notice**") (copied to the Principal Paying Agent, the Note Trustee and the Counterparty) of such determination) specifying such Replacement Benchmark Amendments deemed necessary and the Cut-off Date; and

(B) a certificate to the Trustees (such certificate, a "**Replacement Benchmark Certificate**"):

(i) specifying (w) the Administrator/Benchmark Event, (x) the Replacement Benchmark, (y) the Adjustment Spread and (z) the specific terms of any Replacement Benchmark Ancillary Amendments; and

(ii) certifying that such amendments are necessary or appropriate in order to account for the effect of the replacement of the Affected Relevant Benchmark and/or to preserve as closely as practicable the economic equivalence of the Notes before and after the replacement of the Affected Relevant Benchmark.

(iv) If the Calculation Agent determines (in its absolute discretion) either that: (i) there is no Replacement Benchmark Amendments which would be a reasonable alternative to the Affected Relevant Benchmark and which would substantially preserve the economic effect to the holders of the Series and the Counterparty; or (ii) the Replacement Benchmark Notice or the Replacement Benchmark Certificate is not delivered at least two London Business Days before the Cut-Off Date, then the Calculation Agent shall deliver an Administrator/Benchmark Redemption Event Notice to the Issuer and the Issuer shall redeem the Notes in accordance with Condition 5.5 (*Redemption following an Administrator/Benchmark Event in respect of Notes*).

(v) If the Issuer receives a Replacement Benchmark Notice from the Calculation Agent at least two London Business Days before the Cut-Off Date, it shall, without the consent of the holders of the Series, promptly make the Replacement Benchmark Amendments, which will take effect from the London Business Day following the Cut-off Date.

The Note Trustee may rely, without further enquiry and without liability to any person for so doing, on a Replacement Benchmark Certificate. Upon receipt of a Replacement Benchmark Certificate, the Note Trustee shall agree to the Replacement Benchmark Amendments without seeking the consent of the holders of the Series or any other party and concur with the Issuer (at the Issuer's expense) in effecting the Replacement Benchmark Amendments. The Note Trustee shall not be required to agree to such amendments if, in the opinion of the Note Trustee (acting reasonably), such amendments would (x) expose the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; or (y) impose more onerous obligations upon it or expose it to any additional duties or responsibilities or reduce or amend the protective provisions afforded to the Note Trustee in the Conditions or any Issue Documents of any Series.

(vi) The Issuer shall, following the Replacement Benchmark Amendments having been made, promptly deliver a notice containing the details of the Replacement Benchmark Amendments to the holders of the Series in accordance with Condition 15 (*Notices*).

(vii) Any Replacement Benchmark Amendments will be binding on the Issuer, the Transaction Counterparties and the holders of the Series.

8.7 Specific Provisions for Certain Relevant Benchmarks

With respect to a Relevant Benchmark that would also constitute a "Relevant Benchmark" for the purposes of the 2006 ISDA Definitions Benchmarks Annex as published by ISDA, if the definition of such Relevant Benchmark includes a reference to a concept defined or otherwise described as an "index cessation event" (regardless of the contents of that definition or description) then, notwithstanding anything to the contrary in these Conditions, upon the occurrence of such an event, any fallback specified in that definition or description to apply following such an event (the "**Priority Fallback**") shall apply. If the Priority Fallback fails to provide a means of determining the index level, then Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*) shall apply.

8.8 Acknowledgement in respect of a Relevant Benchmark Modification

If, in respect of a Series, the definition, methodology or formula for a Relevant Benchmark, or other means of calculating such Relevant Benchmark, is changed, then references to that Relevant Benchmark shall be to the Relevant Benchmark as changed.

8.9 Occurrence of an Administrator/Benchmark Event in respect of amounts payable under the Collateral Assets

(i) If, in respect of a Series, the Calculation Agent (acting in good faith and in a commercially reasonable manner) determines at any time that an Administrator/Benchmark Event has occurred in respect of a Relevant Benchmark by reference to which amounts payable under Collateral Assets are calculated, it shall, as soon as reasonably practicable, deliver a notice to the Issuer (copied to the Principal Paying Agent, the Trustees and the Counterparty), setting out a description in reasonable detail of the facts relevant to the determination that an Administrator/Benchmark Event has occurred and:

(A) confirming that no amendments will be made to the Notes as a result of such Administrator/Benchmark Event;

(B) specifying that amendments will be made to the Conditions and the Charged Agreements (if applicable) (the "**Administrator/Benchmark Event Collateral Assets Amendments**") and setting out a description in reasonable detail of such amendments (the "**Administrator/Benchmark Event Collateral Assets Amendments Notice**"); or

(C) specifying that the Notes will be redeemed pursuant to an Administrator/Benchmark Redemption Event Notice.

(ii) If the Issuer receives an Administrator/Benchmark Event Collateral Assets Amendments Notice from the Calculation Agent, it shall, without the consent of the holders of the Series, promptly make the Administrator/Benchmark Event Collateral Assets Amendments, provided that:

(A) no Administrator/Benchmark Event Collateral Assets Determination Date or Early Redemption Date has occurred in respect of the Notes;

(B) the purpose of the Administrator/Benchmark Event Collateral Assets Amendments is to account for any losses or gains incurred by the Counterparty in respect of an Administrator/Benchmark event in respect of the Collateral Assets; and

(C) the Calculation Agent certifies in writing (such certificate, an "**Administrator/Benchmark Event Collateral Assets Amendments Certificate**") to the Trustees that the purpose of the Administrator/Benchmark Event Collateral Assets Amendments is solely as set out in paragraph (ii)(B) above.

The Note Trustee may rely, without further enquiry and without liability to any person for so doing, on an Administrator/Benchmark Event Collateral Assets Amendments Certificate. Upon receipt of an Administrator/Benchmark Event Collateral Assets Amendments Certificate, the Note Trustee shall agree to the Administrator/Benchmark Event Collateral Assets Amendments without seeking the consent of the holders of the Series or any other party and concur with the Issuer (at the Issuer's expense) in effecting the Administrator/Benchmark Event Collateral Assets Amendments. The Note Trustee shall not be required to agree to such amendments if, in the opinion of the Note Trustee (acting reasonably), such amendments would (x) expose the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; or (y) impose more onerous obligations upon it or expose it to any additional duties or

responsibilities or reduce or amend the protective provisions afforded to the Note Trustee in the Conditions or any Issue Documents of any Series.

(iii) The Issuer shall, promptly following making the Administrator/Benchmark Event Collateral Assets Amendments deliver a notice containing the details of such amendments to the holders of the Notes in accordance with Condition 15 (*Notices*).

(iv) Any Administrator/Benchmark Event Collateral Assets Amendments will be binding on the Issuer, the Transaction Counterparties and the holders of the Series.

8.10 Modifications upon a Regulatory Requirement Event or Sanctions Event

Notwithstanding any provisions of this Condition 8 to the contrary, the Calculation Agent may, following the occurrence of a Regulatory Requirement Event or a Sanctions Event, notify the Issuer and the Transaction Counterparties of any modifications that are required to be made to the Conditions and/or an Issue Document (each a "**Regulatory Modification**") in order to cause (i) the transactions contemplated by the Conditions and the Issue Documents to be compliant with all Relevant Regulatory Laws and any laws relating to Sanctions, (ii) the Issuer and each Transaction Counterparty to be compliant with all Relevant Regulatory Laws and any laws relating to Sanctions, (iii) the Issuer and each Transaction Counterparty to be able to continue to transact future business in compliance with all Relevant Regulatory Laws and any laws relating to Sanctions, and (iv) in the case of a Sanctions Event, the Issuer and each Issue Document to be in compliance with any industry wide initiative (including any protocol published by ISDA) established to address such Sanctions Event. The Issuer will, without the need for the consent of either Trustee or holders of the Series (unless such Regulatory Modification imposes more onerous obligations upon either Trustee or any Agent or reduces or removes the protections given to either Trustee or any Agent pursuant to the Conditions or any Issue Document, in which case the consent of the affected Trustee or the Agents (as applicable) shall be required), agree to the Regulatory Modifications, if:

(a) such Regulatory Requirement Event or Sanctions Event does not also constitute a Mandatory Redemption Event (in which case the provisions of Condition 5.1 (*Mandatory Redemption Events*) shall prevail); and

(b) such Regulatory Modification will not, in the determination of the Calculation Agent, (A) materially alter the economic substance of the scheduled payments under the transaction constituted by the Conditions or the Issue Documents when considered as a whole, or (B) result in the Issuer incurring any material liability or expense (whether by way of Tax or otherwise), (C) result in the occurrence of a termination event or an event of default (howsoever defined) in respect of the Notes or any Issue Document, or (D) affect the operation of Condition 12 (*Limited Recourse and Non-Petition*) or similar provisions in any Issue Document,

and following the proposal of such Regulatory Modification by the Calculation Agent, the Issuer and each Transaction Counterparty shall use their reasonable endeavours to take such action and execute all documentation as the Calculation Agent may reasonably require, to effect such Regulatory Modification.

Any modification to the Conditions which is a Regulatory Modification shall be binding on the holders of Notes and will be notified to them by the Issuer if the Note Trustee so requires.

9 PAYMENTS

9.1 Bearer Notes

If the Notes are Bearer Notes:

(a) **Presentation and surrender of Notes**: payments by the Issuer of amounts due and payable to the holders will only be made:

(i) in the case of principal and premium (if applicable), against presentation and (upon redemption) surrender of the Notes or, as applicable, Receipts; and

(ii) in the case of interest, against presentation of the applicable Coupon (if any),

in each case at the Specified Office of any Paying Agent;

(b) **Method of payment**: payments by the Issuer of amounts due and payable to a holder of a Note, Receipt or Coupon will only be made by transfer to an account maintained by such holder with a bank in the principal financial centre of the country of the currency concerned, provided the relevant holder has given notice of the details of such account to the Principal Paying Agent at its Specified Office not less than ten days before the relevant payment date; and

(c) **Global Notes**:

(i) whilst any Bearer Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Notes due prior to the Exchange Date (as defined above) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that a Non U.S. Resale Certification has been received by each of Euroclear and/or Clearstream, Luxembourg, as applicable, and the Principal Paying Agent;

(ii) each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note represented by a Global Note must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear and Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note. The holder of a Global Note shall be the only person entitled to receive payments on such Global Note. and the Issuer will be discharged by payment to, or to the order of, such holder in respect of each amount paid; and

(iii) payments in respect of Bearer Notes when represented by a Global Note will be made against presentation by the Common Depositary and (upon redemption) surrender of the Global Note at the Specified Office of the Principal Paying Agent.

9.2 Registered Notes

If the Notes are Registered Notes:

(a) **Presentation and surrender of Registered Notes**: payments by the Issuer of amounts of principal and premium (if applicable) due and payable to the holders will only be made against presentation and (upon redemption) surrender of the relevant Registered Note at the Specified Office of the Registrar;

(b) **Interest**: payments by the Issuer of amounts of interest (if any) due and payable to the holders of the Coupons on any Interest Payment Date will be paid to the persons shown on the Register on the Record Date (subject as provided below) and, if the due date for payment of interest is a date on which the Series is to be redeemed in full, upon presentation and (upon redemption) surrender of the Notes;

(c) **Method of payment**: payments by the Issuer of amounts due and payable to a holder of any Coupon will only be made by transfer to an account maintained by such holder with a bank in the principal financial centre of the currency concerned, provided that the relevant holder has given notice of the details of such account to the Registrar at its Specified Office at least ten days before the relevant payment date; and

(d) **Payment to holder of Note only**: the holder of a Registered Note shall be the only person entitled to receive payments on such Registered Note and the Issuer will be discharged by payment to, or to the order of, such holder in respect of each amount paid.

9.3 Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. Dollars, the Issuer may make payments in respect thereof at the Specified Office of any Paying Agent in New York City in the same manner as set out in this Condition 9 if:

(a) the Issuer has appointed Paying Agents with Specified Offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due;

(b) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts; and

(c) such payment is then permitted by United States law (whether state or federal), without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

9.4 Unmatured Coupons and unexchanged Talons

(a) Upon the redemption date of any Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(b) Upon the redemption date of any Note, any unmatured Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(c) Where any Bearer Note is presented for redemption without all unmatured Coupons and/or any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

9.5 Talons

If the Notes are interest bearing Bearer Notes, then on or after the Interest Payment Date for the final Coupon forming part of a coupon sheet issued in respect of any Note, the Talon forming part of such coupon sheet may be surrendered at the Specified Office of any Paying Agent in exchange for a further coupon sheet (and if necessary another Talon for a further coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 13 (*Prescription*)).

9.6 Business Day Convention

If any date for payment in respect of any Note or Coupon is postponed in accordance with the applicable Business Day Convention, the holder shall not be entitled to payment until the applicable Business Day in accordance with the specified Business Day Convention nor to any interest or other sum in respect of such postponed payment, although in respect of any payment of interest, unless specified otherwise in the Additional Conditions, the relevant Interest Period shall be extended until such date.

10 PURCHASE AND CANCELLATION

10.1 Purchase by the Issuer

If:

(a) the Issuer has satisfied the Note Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Charged Assets and/or for the reduction in the notional amount of the Derivative Agreement, for the repurchase of a proportion of the Collateral Assets under the Repurchase Agreement, for the reduction in the amount of the Deposit under the Deposit Agreement and for the return of a proportion of the Collateral Assets under the Securities Lending Agreement in connection with the proposed purchase of the Notes, which transactions will leave the Issuer with no assets or net liabilities in respect thereof;

(b) no Event of Default has occurred and is continuing; and

(c) the Issuer has obtained the prior written consent of each Counterparty,

the Issuer may purchase the Notes (or any of them) on any date (provided that all unmatured Receipts and Coupons and unexchanged Talons (if any) appertaining thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

10.2 Cancellation

All Notes purchased by or on behalf of the Issuer (whether pursuant to Condition 10.1 (*Purchase by the Issuer*) or otherwise) shall be surrendered for cancellation, in the case of Bearer Notes (if applicable), by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to or to the order of the Principal Paying Agent and, in the case of Registered Notes, by surrendering the certificate representing such Notes to or to the order of the Registrar and, in each case, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and all unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not thereafter be reissued or resold, and, after any outstanding payments have been made thereunder, the Issuer shall not have any further obligations in respect thereof.

11 ENFORCEMENT BY THE NOTE TRUSTEE AND THE HOLDERS

11.1 Note Trustee to enforce Security

Subject to Condition 11.2 (*Enforcement by the holders*), only the Note Trustee may enforce the rights of the holders of the Series.

11.2 Enforcement by the holders

No holder of any Note, Receipt, Coupon or Talon may proceed directly against the Issuer or against any property or assets of the Issuer to enforce the obligations of the Issuer in relation to the Series unless the Note Trustee, having become bound to proceed in accordance with the Trust Deed, fails to do so within 30 calendar days of becoming so bound and such failure or neglect is continuing.

12 LIMITED RECOURSE AND NON-PETITION

12.1 Non-Petition

Each holder for any Series of Notes (each, a "**Relevant Holder**") agrees that it, or any person acting on its behalf, will not, in relation to such Series, institute against, or join any person in instituting against, the Issuer, its officers or directors any bankruptcy, examinership, suspension of payments,

moratorium of any indebtedness, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law.

12.2 General limited recourse

Each Relevant Holder acknowledges that:

(a) the obligations of the Issuer in respect of such Series shall relate separately to that Series, as distinct from any other Series issued or incurred by the Issuer; and

(b) if after (i) the Charged Assets in respect of such Series are exhausted (whether following liquidation or enforcement of the Security for such Series) and (ii) application of the proceeds in connection with the realisation or enforcement of such Security for such Series in accordance with the applicable Priority of Payments, any outstanding claim, debt or liability against the Issuer in relation to the Notes or any Limited Recourse Document relating to the Notes remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following extinguishment in accordance with this provision, no party or any other person acting on behalf of such party shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, members, incorporators, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability, and the Issuer shall have no obligation to any such persons in respect of such further sum.

12.3 Corporate obligations

Each Relevant Holder acknowledges and agrees that the Issuer's obligations in respect of the Series and the Issue Documents are solely the corporate obligations of the Issuer and that it will not have any recourse against any of the directors, officers or employees of the Issuer for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with any transactions contemplated thereby.

12.4 Survival

Each Relevant Holder acknowledges and agrees that the terms of this Condition 12 shall survive notwithstanding any redemption of the Notes of any Series or the termination or expiration of any Issue Document and/or the release or discharge of any party to such document of its obligations thereunder.

12.5 Recourse to relevant Compartment

Each Relevant Holder acknowledges and agrees that with respect to a Luxembourg Issuer established under the Luxembourg Securitisation Law, it will have recourse only to the assets of the relevant Compartment of the Luxembourg Issuer or any other assets of the Luxembourg Issuer.

13 PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes (in definitive or global form) or (if applicable) Receipts or (if applicable) Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest, premium or other amount) from the due date for payment.

14 REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

If any Bearer Note, Registered Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced (subject to all applicable laws and any other requirements specified by the Principal Paying Agent, Registrar or the Transfer Agent (as applicable)) at the Specified Office of the

Principal Paying Agent (in the case of Bearer Notes, Coupons and Talons) or the Registrar or the Transfer Agent (in the case of Registered Notes), upon payment by the claimant of the costs and expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer and/or Principal Paying Agent, Registrar and Transfer Agent (as applicable) may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

The replacement of Bearer Notes and Receipts, Coupons or Talons related thereto, in case of loss or theft, is subject to the procedure of the Luxembourg act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the "**Involuntary Dispossession Act 1996**").

The Involuntary Dispossession Act 1996 requires that, in the event that (i) an opposition has been filed in relation to the Bearer Notes or the Receipts, Coupons or Talons related thereto and (ii) the Bearer Notes mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), any amount that is payable under the Bearer Notes, Receipts, Coupons or Talons, will be paid to the Caisse des Consignations in Luxembourg until the opposition has been withdrawn or the forfeiture of the Bearer Notes occurs.

15 NOTICES

15.1 Required notices

The Issuer shall, or shall procure that the Calculation Agent (in the case of paragraph (a) below) or the Principal Paying Agent or the Registrar (as the case may be in the case of paragraph (b) below and subject to the Principal Paying Agent or Registrar having been provided with the form of such notice by the Issuer) will give the following notices to holders of Notes:

(a) **Interest**: notice of each Interest Rate and Interest Amount determined in respect of the Notes, provided that, if the Notes become due and payable following an Event of Default or Mandatory Redemption Event, no notification of the Interest Rate or the Interest Amount need be made unless otherwise required by the Note Trustee; and

(b) **Other**: any other notices referred to in the Additional Conditions.

15.2 Method of giving notice

(a) **Registered Notes**: Subject to paragraph (c) below, if the Notes are Registered Notes, notices to holders will be posted to holders at their respective addresses in the Register.

(b) **Bearer Notes**: Subject to paragraph (c) below, if the Notes are Bearer Notes which are not represented by Global Notes, notices to holders will be published in a leading daily newspaper having general circulation in London (which is expected to be The Financial Times) or, in the case of a Luxembourg Issuer, in Luxembourg (which is expected to be the Luxemburger Wort) or, if in the opinion of the Note Trustee such publication shall not be practicable, in an English language newspaper of general circulation in Europe or as required by any relevant stock exchange on which the Notes may be listed.

(c) **Global Notes**: If the Notes are represented by Global Notes, notices to holders may be given by delivery of the relevant notice to the relevant clearing system for communication by them to entitled accountholders in substitution for publication in any newspaper under paragraph (b) above.

(d) **Listed Notes**: If the Notes are listed, notices to holders will also be given to and published in any other manner required by the guidelines of the relevant stock exchange.

15.3 Effectiveness of notices

Notices shall be deemed to be effective on the later of the first date on which all required publications have been made in accordance with Condition 15.2(d) (*Method of giving notice*) (if applicable) or:

(a) in the case of Registered Notes which are not represented by a Global Note, on the fourth Business Day after the date of posting to the relevant holders under Condition 15.2(a) above;

(b) in the case of Bearer Notes which are not represented by Global Notes, on the date of publication of the relevant notice or, if required to be published more than once or on different dates, on the first date on which all required publications have been made, in each case in accordance with Condition 15.2(b) above; and

(c) in the case of Global Notes, on the date of delivery of the relevant notice to the relevant clearing system in accordance with Condition 15.2(c) above.

15.4 Holders of Receipts, Coupons and Talons

Holders of Receipts (if any), Coupons (if any) and Talons (if any) will be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition 15.

16 GOVERNING LAW AND JURISDICTION

16.1 Governing law

The Notes, Receipts (if any), Coupons (if any) and Talons (if any) (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Notes, Receipts (if any), Coupons (if any) and Talons (if any)) are governed by English law.

16.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Issue Deed, the Notes, Receipts (if any), Coupons (if any) and Talons (if any) and accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Issue Deed, the Notes, Receipts (if any), Coupons (if any) and Talons (if any) may be brought in such courts. The Issuer has in the Issue Deed, irrevocably submitted to the jurisdiction of such courts.

16.3 Process agent

The Issuer has irrevocably appointed the Issuer Process Agent as its agent in England to receive service of process in any Proceedings in England.

SECTION 3: DEFINITIONS

This Section of this Base Prospectus sets out certain definitions contained in the Definitions and Common Provisions dated 11 July 2019 and incorporated by reference in the Conditions.

"**Acquisition and Disposal Agent**" means, in relation to each Series, the entity appointed as such under the Issue Deed.

"**Additional Conditions**" means, in respect of any Series or otherwise, the terms specified as such in, and attached to, the Issue Deed.

"**Adjustment Spread**" means the adjustment, if any, to a Replacement Benchmark that the Calculation Agent determines is required in order to:

(i) reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from (a) the Issuer to the holders of the Series or (b) the holders of the Series to the Issuer, in each case that would otherwise arise as a result of the replacement of the Relevant Benchmark with the Replacement Benchmark;

(ii) reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from (a) the Issuer to the Counterparty or (b) the Counterparty to the Issuer, in each case that would otherwise arise as a result of any changes made to the Charged Agreement(s) as a consequence of the replacement under the Notes of the Relevant Benchmark with the Replacement Benchmark; and

(iii) reflect any losses, expenses and costs that have been or that will be incurred by the Counterparty as a result of entering into, maintaining and/or unwinding any transactions to hedge the Counterparty's obligations under the transactions under the Charged Agreement(s), to remove any difference between the cash flows under the Notes and any transactions in place to hedge the Counterparty's obligations under the transactions under the Charged Agreement(s) which have resulted following the occurrence of a Administrator/Benchmark Event.

Any such adjustment may take account of, without limitation, any anticipated transfer of economic value as a result of any difference in the term structure or tenor of the Replacement Benchmark by comparison to the Relevant Benchmark. The Adjustment Spread may be positive, negative or zero or determined pursuant to a formula or methodology.

"**Administrator/Benchmark Event**" means for a Series, in respect of a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such Relevant Benchmark:

(a) a "**Benchmark Non-Approval Event**", being any authorisation, registration, recognition, endorsement, equivalence decision, inclusion or approval in any official register in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark has not been and will not be obtained or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body in each case with the effect that either:

(i) the Issuer, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its or their respective obligations under the Notes; or

(ii) the Counterparty or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its or their respective obligations under any transactions in place to hedge the Counterparty's obligations under the transactions under the Charged Agreement(s).

(b) a "**Benchmark Cessation Event**", being the occurrence for a Series, with respect to a Relevant Benchmark, of any of the following:

(i) a public statement or publication of information by or on behalf of the administrator of the Relevant Benchmark announcing that it has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark;

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Benchmark, the central bank for the currency of the Relevant Benchmark, an insolvency official with jurisdiction over the administrator for the Relevant Benchmark, a resolution authority with jurisdiction over the administrator for the Relevant Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Relevant Benchmark, which states that the administrator of the Relevant Benchmark has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark; or

(iii) any event which otherwise constitutes an "index cessation event" (regardless of how it is actually defined or described in the definition of the Relevant Benchmark) in relation to which a Priority Fallback is specified.

(c) a "**Risk-Free Rate Event"** being the occurrence for a Series where a Relevant Benchmark is, with respect to over-the-counter derivatives transactions which reference such Relevant Benchmark, the subject of any market-wide development (which may be in the form of a protocol by ISDA) pursuant to which such Relevant Benchmark is, on a specified date (the "**Risk-Free Rate Event Date**"), replaced with a risk-free rate (or near risk-free rate) established in order to comply with the recommendations in the Financial Stability Board's paper titled "Reforming Major Interest Rate Benchmarks" dated 22 July 2014.

(d) a "**Representative Statement Event**" being the occurrence of the supervisor of the administrator of a Relevant Benchmark, or another official body with applicable responsibility, making an official statement, with effect from a date after 31 December 2021, that such Relevant Benchmark is no longer representative and the date on which such official statement is made being the "**Representative Statement Event Date**"), provided that it would be consistent with relevant market practice in transactions referencing the Relevant Benchmark to treat this as an Administrator/Benchmark Event.

"**Administrator/Benchmark Disruption Event Notice"** has the meaning given to it in Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*).

Administrator/Benchmark Event Collateral Assets Amendments" has the meaning given to it in Condition 8.9 (*Occurrence of an Administrator/Benchmark Event in respect of amounts payable under the Collateral Assets*).

"**Administrator/Benchmark Event Collateral Assets Amendments Certificate**" has the meaning given to it in Condition 8.9 (*Occurrence of an Administrator/Benchmark Event in respect of amounts payable under the Collateral Assets*).

"**Administrator/Benchmark Event Collateral Assets Amendments Notice**" has the meaning given to it in Condition 8.9 (*Occurrence of an Administrator/Benchmark Event in respect of amounts payable under the Collateral Assets*).

"**Administrator/Benchmark Event Collateral Assets Determination Date**" has the meaning given to it in Condition 5.6 (*Redemption following an Administrator/Benchmark Event in respect of the Collateral Assets*).

"**Administrator/Benchmark Event Notes Determination Date**" has the meaning given to it in Condition 5.5 (*Redemption following an Administrator/Benchmark Event in respect of the Notes*).

"**Administrator/Benchmark Redemption Event Notice"** means a notice given by the Calculation Agent to the Issuer, following an Administrator/Benchmark Event in respect to the amounts payable under the Notes or Collateral Assets, that the Notes shall redeem at the Early Redemption Amount on the Early Redemption Date.

"**Affected Relevant Benchmark**" has the meaning given to it in Condition 5.5 (*Redemption following an Administrator/Benchmark Event in respect of the Notes*).

"**Agency Agreement**" means, in respect of a Series, the agency agreement comprising the Agency Terms and the Issue Deed.

"**Agency Terms**" means the agency terms specified in the Issue Deed.

"**Agent**" means, in respect of a Series:

(a) each entity appointed as Calculation Agent, Paying Agent, Acquisition and Disposal Agent, Principal Paying Agent, Registrar or Transfer Agent under the Issue Deed in its respective capacity as such in accordance with the Agency Agreement; and/or

(b) any other agent appointed under the Issue Deed or otherwise in accordance with the Agency Terms,

(together, the "**Agents**").

"**Arranger**" means:

(a) the Permanent Arranger of the Programme;

(b) in respect of a Series, where Nomura Financial Products Europe GmbH is specified to be the Arranger of the Programme in the relevant Issue Deed, Nomura Financial Products Europe GmbH; and

(c) in respect of a Series, each additional entity appointed as an "Arranger" pursuant to and in accordance with a Deed of Accession (as defined in the Programme Agreement)

(each, an "**Arranger**").

"**Asset Delivery Date**" means, in connection with the delivery of Collateral Assets, the earliest date, following receipt of a Delivery Instruction Certificate from a holder of any Obligation, that the Issuer can practicably deliver the Collateral Assets to such holder through any applicable clearing system or otherwise as specified in the relevant Delivery Instruction Certificate.

"**Asset Issuer**" means the issuer of Collateral Assets in respect of a given Series.

"**Bearer Note**" means a Note in bearer form. The form of the Notes of any Series will be specified opposite "Form of Obligations" in the Additional Conditions.

"**Benchmark Non-Approval Event Date**" means, for a Series and a Benchmark Non-Approval Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Relevant Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Relevant Benchmark Trade Date, the Relevant Benchmark Trade Date.

"**Benchmark Regulation**" means Regulation (EU) 2016/1011 of the European Parliament and the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending directives 2008/48/EC and 2014/17/EU and Regulation (EU) 596/2014 (as may be amended from time to time), including any subsidiary legislation or rules and regulations and associated guidance.

"**Business Day**" means, in relation to each Series, a day on which commercial banks and foreign exchange markets are generally open to settle payments in each financial centre specified under "Business Day" in the Additional Conditions. If "TARGET2" is specified it means a day on which the TARGET2 System is open.

"**Business Day Convention**" means, in relation to each Obligation, the convention specified as such in the related Additional Conditions. If a date is specified as being subject to adjustment in accordance with a Business Day Convention, it means that, if that date would otherwise fall on a day that is not a Business Day, it will be adjusted so that:

(a) if "Following" is specified opposite "Business Day Convention" in the related Additional Conditions, that date will be the first following day that is a Business Day;

(b) if "Modified Following" is specified opposite "Business Day Convention" in the related Additional Conditions, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and

(c) if "Preceding" is specified opposite "Business Day Convention" in the related Additional Conditions, that date will be the first preceding day that is a Business Day.

In the event that the last day of any period calculated by reference to calendar days in any document relating to any Series falls on a day that is not a Business Day, such last day shall be subject to adjustment in accordance with the applicable Business Day Convention.

"**Calculation Agent**" means the entity or entities appointed as such under the Issue Deed, or subsequently in accordance with the Agency Terms, and any successors.

"**Call Option Exercise Notice**" has the meaning given to it in Condition 5.4 (*Redemption at the option of the Issuer*).

"**Charged Agreement**" means, in connection with any Series, any Derivative Agreement, Repurchase Agreement(s), Deposit Agreement(s) and/or Securities Lending Agreement(s) or any other agreement specified as such in the Issue Deed, entered into by the Issuer with Nomura International plc, Nomura Financial Products Europe GmbH or any other entity, in each case as specified in the applicable Issue Deed, as the relevant Counterparty.

"**Charged Assets**" means, in respect of a Series, the Collateral Assets, the Issuer's rights under each Charged Agreement and all other assets and/or rights of the Issuer which are the subject of the Security in respect of that Series.

"**Class**" means all of the Obligations of any Series defined as a "Class" in the Additional Conditions.

"**Clearing System Business Day**" means a day on which Euroclear and Clearstream, Luxembourg are open for business.

"**Collateral Assets**" means, in relation to any Series, the assets specified as such in the Additional Conditions and (in the case of a Luxembourg Issuer incorporated under the Luxembourg Securitisation

Law) allocated to a specific Compartment as the case may be, as may be replaced from time to time in accordance with the Conditions.

"**Collateral Restructuring Event**" has the meaning given to it in Condition 5.1 (*Mandatory Redemption Events*).

"**Common Depositary**" has the meaning given to it in Condition 2.1 (*Form*).

"**Compartment**" means a compartment of the Luxembourg Issuer within the meaning of the Luxembourg Securitisation Law set up in accordance with its articles of incorporation, by the resolution of the board of directors of the Luxembourg Issuer.

"**Controlling Secured Creditor**" means, in relation to the Series:

(a) the Counterparty (if more than one, in such order of priority as may be specified in the Issue Deed); or

(b) if either:

(i) there is no Counterparty in relation to the Series; or

(ii) an event of default has occurred and is continuing with respect to any Counterparty under any Charged Agreement,

the holders of the Series (if such Series is comprised of more than one Class, in order of priority as between each Class as specified in the Issue Deed), provided that no party shall be the Controlling Secured Creditor in respect of the rights of the Issuer as against such party.

Where paragraph (b) of this definition of "Controlling Secured Creditor" applies, the Security Trustee shall, in the absence of written instruction to the contrary by the holders of the Series, treat the Note Trustee as the Controlling Secured Creditor.

"**Counterparty**" means the counterparty to any Charged Agreement entered into by the Issuer in relation to a Series, as specified in the related Issue Deed.

"**Counterparty Guarantee**" means any guarantee entered into by the Counterparty Guarantor in respect of the Counterparty's obligations under any Charged Agreement.

"**Counterparty Guarantor**" means any guarantor of the Counterparty's obligations under any Charged Agreement.

"**Coupon**" means each bearer interest coupon (if any) in definitive form relating to any interest bearing Notes in definitive form, in the form agreed between the Issuer, the Note Trustee, the Principal Paying Agent and the relevant Dealer(s).

"**Custodian**" means, in respect of a Series, the entity or entities appointed as such under the Issue Deed, and any successors in relation to such Series.

"**Cut-off Date**" means, for a Series and a Relevant Benchmark:

(i) in respect of a Benchmark Cessation Event, the later of:

(A) 15 London Business Days following the day on which the public statement is made or the information is published (in each case, as referred to in the definition of "Benchmark Cessation Event"); and

(B) the first day on which the Relevant Benchmark is no longer available;

(ii) in respect of a Benchmark Non-Approval Event, the later of:

(A) 15 London Business Days following the day on which the Calculation Agent determines that a Benchmark Non-Approval Event has occurred; and

(B) the Benchmark Non-Approval Event Date;

(iii) in respect of a Risk-Free Rate Event, the later of:

(A) 15 London Business Days following the day on which the Calculation Agent determines that a Risk-Free Rate Event has occurred; and

(B) the Risk-Free Rate Event Date; and

(iv) in respect of a Representative Statement Event, the later of:

(A) 15 London Business Days following the day on which the Calculation Agent determines that a Representative Statement Event has occurred; and

(B) the Representative Statement Event Date,

provided that, in each case, if more than one Relevant Nominating Body formally designates, nominates or recommends an index, benchmark or other price source and one or more of those Relevant Nominating Bodies does so on or after the day that is three London Business Days before the date determined pursuant to paragraphs (i) to (iv) above (as applicable), then the Cut-off Date will instead be the second London Business Day following the date that, but for this proviso, would have been the Cut-off Date.

"**Day Count Fraction**" means, in respect of a Series, the day count fraction specified under "Day Count Fraction" in the related Additional Conditions and for this purpose in respect of any Interest Period:

(a) if "**Actual/Actual**" is specified in the Additional Conditions, means the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(b) if "**Actual/365 (Fixed)**" is specified in the Additional Conditions, means the actual number of days in the Interest Period divided by 365;

(c) if "**Actual/360**" is specified in the Additional Conditions, means the actual number of days in the Interest Period divided by 360;

(d) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the Additional Conditions, means the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(e) if "**30E/360**" or "**Eurobond Basis**" is specified in the Additional Conditions, means the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30;

(f) if "**30E/360 (ISDA)**" is specified in the Additional Conditions, means the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30; or

(g) if "**Actual/Actual-ICMA**" is specified in the Additional Conditions, means:

(i) if the Interest Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Interest Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and

(ii) if the Interest Period is longer than one Determination Period, the sum of:

(A) the number of days in such Interest Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(B) the number of days in such Interest Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

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

"**Determination Date**" means any day on which an Interest Amount is scheduled to be paid or as may otherwise be specified in the Additional Conditions.

"**Dealers**" means:

(a) the Permanent Dealer;

(b) in respect of a Series, where Nomura Financial Products Europe GmbH is specified to be the Dealer of the Programme in the relevant Issue Deed, Nomura Financial Products Europe GmbH; and

(c) in respect of a Series, each additional entity appointed as a Dealer pursuant to and in accordance with a Deed of Accession (as defined in the Programme Agreement),

(each, a "**Dealer**").

"**Definitions and Common Provisions**" has the meaning given to it in Condition 1 (*Definitions*).

"**Definitive Bearer Note**" means a Bearer Note in definitive form.

"**Definitive Note**" means a Definitive Bearer Note and/or a Definitive Registered Note, as the context may require.

"**Definitive Registered Note**" means a Registered Note in definitive form.

"**Delivery Instruction Certificate**" means, in respect of any delivery of Collateral Assets, a delivery instruction certificate substantially in the form set out in Schedule 3 (*Form of Delivery Instruction Certificate*) to the Trust Terms, validly completed and executed.

"**Deposit Agreement**" means the deposit agreement (if any) entered into by the Issuer in relation to a Series on the basis of the Deposit Terms and a Confirmation (as defined therein) scheduled to the Issue Deed.

"**Deposit Terms**" means the deposit terms specified in the Issue Deed.

"**Derivative Agreement**" means the derivative agreement (if any) entered into by the Issuer in relation to a Series on the basis of the Derivatives Master Terms (as amended by the Issue Deed) together with all Swap Transactions and each Confirmation (as defined therein) evidencing each Swap Transaction entered into between the Issuer and the Counterparty in respect of such Series.

"**Derivatives Master Terms**" means the Derivatives Master Terms specified in the Issue Deed.

"**Discounted Redemption Amount**" has the meaning given to it in Condition 5.7 (*Early Redemption Amount*).

"**Early Redemption Amount**" has the meaning given to it in Condition 5.7 (*Early Redemption Amount*).

"**Early Redemption Date"** means a day determined by the Calculation Agent which is no less than seven and no more than thirty days following the Administrator/Benchmark Event Notes Determination Date or Administrator/Benchmark Event Collateral Assets Determination Date, as applicable.

"**Encumbrance**" means any mortgage, charge, pledge, lien, hypothecation, Security Interest, assignment by way of security or, in each case, any other arrangement having similar effect.

"**EU Financial Regulation**" means any of (i) Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, (ii) Directive MiFID II of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, (iii) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU and/ or (iv) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, including any secondary EU legislation therefor and any implementing measures relating thereto, as such legislation may be amended, and/ or supplemented from time to time.

"**Event of Default**" has the meaning given to it in Condition 6 (*Events of Default and Acceleration*).

"**Exchange Date**" has the meaning given to it in Condition 2.5 (*Exchange*).

"**Extraordinary Resolution**" has the meaning given to it in the Trust Terms.

"**Fixed Rate Obligations**" means any Series in respect of which "Fixed" is specified under "Interest Basis" in the Additional Conditions.

"**Floating Rate Obligations**" means any Series in respect of which "Floating" is specified under "Interest Basis" in the Additional Conditions.

"**Global Note**" means a Temporary Global Note, a Permanent Global Note and/or a Registered Global Note, as the context may require.

"**holder**" means:

(a) in relation to any Series of Notes, subject to paragraph (b) below, the person who is for the time being the holder of any Bearer Note, Coupon or Talon in respect of such Series and, in relation to any Registered Note, the person in whose name such Registered Note is registered in the Register;

(b) for so long as any of the Notes are represented by a Global Note held on behalf of any relevant clearing system and for all purposes other than payment, each person shown in the records of such clearing system as the holder of such Notes (in which regard any certificate or document issued by the relevant clearing system as to the principal amount of the Notes standing to the account of any person shall be conclusive and binding save in the case of manifest error); and

(c) in relation to any Series of *Schuldscheine*, the person named as such on the *Schuldschein(e)* or in any declaration of assignment in respect of such Series received by the Issuer.

"**Holder Tax**" means, in respect of a Series, any tax which arises:

(a) owing to the connection of any holder, or any third party having a beneficial interest in such Series, with the place of incorporation or tax jurisdiction of the Issuer otherwise than by reason only of the holding of such Series or receiving principal, premium or interest in respect thereof;

(b) by reason of the failure by the relevant holder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax; or

(c) in respect of any Note, Receipt, Coupon or *Schuldschein* presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt, Coupon or *Schuldschein* to another Paying Agent in a Member State of the European Union.

"**Indexed Obligations**" means any Series in relation to which "Indexed" is specified under "Interest Basis" in the Additional Conditions.

"**Industry Standard Replacement Benchmark**", for a Series and a Relevant Benchmark, has the meaning given to it in the definition of "Replacement Benchmark".

"**Instalment Amount**" means each amount specified as such in the Additional Conditions.

"**Instalment Date**" means each date specified as such in the Additional Conditions.

"**Instalment Obligations**" means a Series of Obligations specified as such in the Additional Conditions.

"**Interest Commencement Date**" means the date specified as such in the Additional Conditions.

"**Interest Payment Date**" means:

(a) each date specified as such in the Additional Conditions in each year in the period commencing on (and including) the date specified as the first Interest Payment Date in the Additional Conditions and ending on (and including) the earlier of the Maturity Date and the date on which the relevant Series is redeemed or repaid in full, subject to adjustment in accordance with the applicable Business Day Convention; or

(b) if not a date specified in paragraph (a) above, the Maturity Date of such Series or, if earlier, the date on which the relevant Series is redeemed or repaid in full.

"**Interest Period**" means each of:

(a) the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date; and

(b) each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Rate**" means, in respect of a Series, the rate per annum determined in accordance with or specified as such in the Additional Conditions.

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

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by ISDA.

"**ISDA Rate**" means, in relation to any Interest Period, a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate Swap Transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that interest rate Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(a) the Calculation Period in respect of which the Floating Rate is being calculated is that Interest Period;

(b) the Floating Rate Option is as specified under "Floating Rate Option" in the Additional Conditions;

(c) the Designated Maturity is the scheduled duration of the Interest Period, unless otherwise specified in the Additional Conditions;

(d) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the Additional Conditions;

(e) if "Linear Interpolation" is specified in the Additional Conditions to be applicable in respect of that Interest Period, "Linear Interpolation" is specified to be applicable in respect of such Calculation Period; and

(f) the relevant "Reference Banks" are the Reference Banks determined in accordance with the ISDA Definitions for the relevant Floating Rate Option.

"**Issue Date**" means, in relation to each Series, the date specified as such in the Additional Conditions.

"**Issue Deed**" means, in relation to each Series, the document described as such relating to such Series substantially in the form attached as Schedule 1 (*Form of Issue Deed*) to the Trust Terms, and entered into between, amongst others, the Issuer, the Note Trustee and the Security Trustee.

"**Issuer**" means, in respect of any Series, the issuer of such Series, as specified in the Issue Deed.

"**Issuer Call Option Redemption Amount**" means the Specified Denomination of the Note unless otherwise specified in the Additional Conditions.

"**Issuer Insolvency**" means the Issuer:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger on terms approved by the Security Trustee);

(b) makes a general assignment, arrangement or composition with or for the benefit of the holders of any obligations;

(c) either:

(i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office (not being a receiver or manager appointed by the Security Trustee pursuant to the Issue Deed), a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up, examinership or liquidation by it or such regulator, supervisor or similar official; or

(ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up, examinership or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in paragraph (i) above (not being a receiver or manager appointed by the Security Trustee pursuant to the Issue Deed and not being any Counterparty); and either

(A) results in a judgment of insolvency, examinership or bankruptcy or the entry of an order for relief or the making of an order for its winding-up, examinership or liquidation; or

(B) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;

(d) has a resolution passed for its winding-up, examinership, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger on terms approved by the Security Trustee);

(e) becomes subject to the appointment of an administrator, examiner, provisional liquidator, conservator, receiver, trustee, custodian or other similar official (not being a receiver or manager

appointed by the Security Trustee pursuant to the Issue Deed) for it or for all or substantially all (in the opinion of the Note Trustee) its assets; or

(f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (e) above (inclusive).

"**Issuer Process Agent**" means, in relation to each Series, the agent specified as such in the related Issue Deed.

"**Limited Recourse Document**" means any document which incorporates by reference clause 4 (*Limited Recourse and Non-Petition*) of the Definitions and Common Provisions.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Luxembourg Issuer**" means an Issuer incorporated in Luxembourg acting through its relevant Compartment.

"**Luxembourg Securitisation Law**" means the Luxembourg law on securitisation of 22 March 2004, as amended.

"**Mandatory Redemption Event**" has the meaning given to it in Condition 5.1 (*Mandatory Redemption Events*).

"**Margin**" means the rate (as expressed as a percentage), if any, specified as such in the Additional Conditions.

"**Maturity Date**" means, in respect of a Series, the date specified as such in the Additional Conditions.

"**Maximum Redemption Amount**" has the meaning given in the Additional Conditions.

"**Minimum Redemption Amount**" has the meaning given in the Additional Conditions.

"**Note Trustee**" means the entity specified as such in respect of a Series in the Issue Deed or as may be replaced from time to time in accordance with the Trust Terms and the Issue Deed, and any successor(s) thereto.

"**Optional Redemption Date**" means the date specified as such in the Additional Conditions.

"**Paying Agent**" means, in respect of a Series:

(a) each entity appointed as Principal Paying Agent under the Issue Deed in accordance with the Agency Terms; and/or

(b) any other paying agent appointed under the Issue Deed or otherwise in accordance with the Agency Terms,

(together, the "**Paying Agents**").

"**Permanent Arranger**" means Nomura International plc in its capacity as permanent arranger of the Programme.

"**Permanent Arranger Insolvency**" means an event which would constitute "Bankruptcy" for the purposes of Section 4.2 of the 2014 ISDA Credit Derivatives Definitions, as published by ISDA, were the Permanent Arranger the "Reference Entity" for such purposes.

"**Permanent Dealer**" means Nomura International plc.

"**Permanent Global Note**" means a permanent global note in bearer form representing a Series of Bearer Notes, in the form agreed between the Issuer, the Note Trustee, the Principal Paying Agent and the relevant Dealer(s).

"**Physical Redemption Amount**" has the meaning given to it in Condition 4.4 (*Physical Settlement*).

"**Pre-nominated Replacement Benchmark**" means, for a Series and a Relevant Benchmark, the first of the indices, benchmarks or other price sources specified as a "Pre-nominated Replacement Benchmark" in the applicable Additional Conditions that is not subject to an Administrator/Benchmark Event.

"**Premium Amount**" has the meaning given in the Additional Conditions.

"**Principal Paying Agent**" means the entity appointed as such in respect of the Series under the Issue Deed or subsequently in accordance with the Agency Terms, and any successors.

"**Priority Fallback**" has the meaning given to it in Condition 8.7 (*Specific Provisions for Certain Relevant Benchmarks*).

"**Priority of Payments**" means the priority of application of proceeds of enforcement of the Security for the Series, as specified in the Additional Conditions and in accordance with clause 5.16 (*Application of monies upon realisation or enforcement*) of the Trust Terms.

"**Programme**" means the "Novus" Structured Issuance Programme for the issue of limited recourse obligations pursuant to which any Series of Obligations is issued.

"**Programme Agreement**" means, in relation to an Issuer and a Series of Notes, the programme agreement pursuant to which such Series of Notes were issued, as specified in the related Issue Deed.

"**Receipt**" means instalment receipts appertaining to the payment of principal by instalments in respect of Instalment Obligations.

"**Record Date**" means:

(a) in the case of Registered Notes represented by a Global Note, close of business on the Clearing System Business Day prior to the relevant payment date; and

(b) in the case of Registered Notes in definitive form, close of business on the fifteenth day prior to the relevant payment date.

"**Reference Entity**" means the entity specified as such in each Confirmation (as defined therein) scheduled to the Issue Deed.

"**Redemption Amount**" has the meaning given to it in Condition 4.2 (*Redemption Amount*).

"**Register**" means, in relation to Registered Notes, the register of holders of Registered Notes maintained by the Registrar.

"**Registered Global Note**" means a Registered Note which is in global form.

"**Registered Note**" means a Note in registered form. The form of the Notes of any Series will be specified opposite "Form of Obligations" in the related Additional Conditions.

"**Registrar**" means the entity appointed as such in respect of the Series under the Issue Deed in accordance with the Agency Terms, and any successor(s) thereto.

A "**Regulatory Requirement Event**" shall occur if, in the determination by the Calculation Agent, as a result of (i) any enactment of, or supplement or amendment to, or a change in, a Relevant Regulatory Law, or the official interpretation of a Relevant Regulatory Law, or (ii) the implementation or application of any rule, technical guidelines, regulatory technical standards or further relevant regulations related to a Relevant Regulatory Law or (iii) any official communication, interpretation, guidance or official rules of procedures or determination made by any relevant regulatory authority with respect related to a Relevant Regulatory Law, the Issuer or a Transaction Counterparty is no longer able to perform its obligations under

or in connection with the Notes or an Issue Document or is no longer able to enter into new business (as issuer of notes or as a transaction counterparty to the Issuer).

"**Relevant Benchmark**" means any index, benchmark or price source by reference to which any amount payable under the Notes or the Collateral Assets (as the case may be) is determined.

"**Relevant Benchmark Trade Date"** means, for a Series, the date specified in the Additional Conditions.

"**Relevant Nominating Body**" means, in respect of a Relevant Benchmark:

(i) the central bank for the currency in which the Relevant Benchmark is denominated or any central bank or other supervisor which is responsible for supervising either the Relevant Benchmark or the administrator of the Relevant Benchmark; or

(ii) any working group or committee officially endorsed or convened by (A) the central bank for the currency in which the Relevant Benchmark is denominated, (B) any central bank or other supervisor which is responsible for supervising either the Relevant Benchmark or the administrator of the Relevant Benchmark (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof.

"**Relevant Regulatory Law**" means any relevant law applicable to the Issuer or a Transaction Counterparty and/or any affiliate thereof from time to time, including without limitation (i) Dodd-Frank, the Bank Holding Company Act, the Federal Reserve Act and the Consumer Protection Act, (ii) EU Financial Regulation and (iii) any other similar legislation applicable in other jurisdictions, in each case as may be in force as at the Issue Date of the relevant Series, or that comes into force or is due to come into force at any time after such Issue Date. "**Repo Master Terms**" means the Repo Master Terms specified in the Issue Deed.

"**Replacement Benchmark**" means, in respect of an Affected Relevant Benchmark, an index, benchmark or other price source that the Calculation Agent determines to be a commercially reasonable alternative for such Affected Relevant Benchmark provided that the Replacement Benchmark must be:

(i) a Pre-nominated Replacement Benchmark; or

(ii) if there is no Pre-nominated Replacement Benchmark, an index, benchmark or other price source (which may be formally designated, nominated or recommended by (A) any Relevant Nominating Body or (B) the administrator or sponsor of the Relevant Benchmark (provided that such index, benchmark or other price source is substantially the same as the Relevant Benchmark) to replace the Relevant Benchmark) which is recognised or acknowledged as being the industry standard replacement for over-the-counter derivative transactions which reference such Relevant Benchmark (which recognition or acknowledgment may be in the form of a press release, a member announcement, member advice, letter, protocol, publication of standard terms or otherwise by ISDA) (an "**Industry Standard Replacement Benchmark**").

If the Replacement Benchmark is an Industry Standard Replacement Benchmark, the Calculation Agent shall specify a date on which the index, benchmark or other price source was recognised or acknowledged as being the relevant industry standard replacement (which may be before such index, benchmark or other price source commences).

"**Replacement Benchmark Amendments**" has the meaning given to it in Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*).

"**Replacement Benchmark Ancillary Amendments**" has the meaning given to it in Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*).

"**Replacement Benchmark Certificate**" has the meaning given to it in Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*).

"**Replacement Benchmark Notice**" has the meaning given to it in Condition 8.6 (*Administrator/Benchmark Event in respect of amounts payable under the Notes*)."**Repurchase Agreement**" means, the repurchase agreement (if any) entered into by the Issuer in relation to a Series on the basis of the Repo Master Terms (as amended by the Issue Deed) and a Confirmation (as defined therein) scheduled to the Issue Deed.

"**Sanctions**" means any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, any other government agency of the United States, the United Nations, the European Union, Her Majesty's Treasury or any other relevant authority.

A "**Sanctions Event**" shall occur if, in the determination of the Calculation Agent (i) on any day, any Note, holder of a Note, the Issuer, the Collateral Assets, the issuer or obligor of the Collateral Assets, a Transaction Counterparty and/or any entity referenced under a Charged Agreement (including a reference entity under any credit default swap), has become subject to Sanctions, and (ii) as a result of such Sanctions, it becomes unlawful or otherwise prohibited for the Issuer or any Transaction Counterparty to perform any of its obligations under the Notes or any Issue Document or such performance may result in the Issuer or any Transaction Counterparty or any affiliate of a Transaction Counterparty becoming subject to Sanctions.

"**Secured Obligations**" means all of the obligations of the Issuer, whether present or future, actual or contingent, owed by the Issuer to the Secured Creditors in relation to the Series and under the related Issue Documents.

"**Securities Lending Agreement**" means the securities lending agreement (if any) entered into by the Issuer in relation to a Series on the basis of the Securities Lending Terms and a Confirmation (as defined therein) scheduled to the Issue Deed.

"**Securities Lending Terms**" means the securities lending terms specified in the Issue Deed.

"**Security**" means the Security Interests created in favour of the Security Trustee under or pursuant to the Security Documents.

"**Security Documents**" means each of:

(a) the Trust Deed; and

(b) any other document designated as such by agreement of the Issuer and the Security Trustee.

"**Security Interest**" means any mortgage, sub-mortgage, standard security, charge, sub-charge, assignment, assignation in security, pledge, lien, right of set-off or other Encumbrance or security interest.

"**Security Trustee**" means the entity specified as such in respect of a Series in the Issue Deed, as may be replaced from time to time in accordance with the Trust Terms and the Issue Deed, and any successor(s) thereto.

"**Series**" means a particular series of Obligations issued or incurred by the Issuer designated with the same "Series Number" in the Additional Conditions or Series Prospectus.

"**Series Prospectus**" means a prospectus prepared in respect of a Series attaching or incorporating the relevant Additional Conditions in respect of such Series.

"**Specified Denomination**" means, in relation to each Series of Bearer Notes, each amount specified as such in the Additional Conditions.

"**Specified Office**" of any Agent, means the office specified opposite its name in Schedule 2 (*Notice and other Details*) to the Definitions and Common Provisions or the office specified as such in the relevant appointment deed, as applicable, or such other office in the same city or town as such Agent may specify by notice to the Note Trustee.

"**Structured Rate Obligations**" means any Series in relation to which "Structured" is specified under "Interest Basis" in the Additional Conditions.

"**Swap Transaction**" means a derivative transaction entered into between the Issuer and the Counterparty in relation to the Notes pursuant to the Derivative Agreement.

"**Talon**" means each talon (if any) relating to any interest bearing Notes in definitive form, in the form agreed between the Issuer, the Note Trustee, the Principal Paying Agent and the relevant Dealer(s).

"**TARGET2 System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer system.

"**Temporary Global Note**" means a temporary global note in bearer form representing a Series of Bearer Notes, in the form agreed between the Issuer, the Note Trustee, the Principal Paying Agent and the relevant Dealer(s).

"**Trade Date**" means, in relation to each Series, the date specified as such in the Additional Conditions.

"**Tranche**" means all Obligations of a Series (if the Obligations of such Series are not issued in Classes) or a Class (otherwise) issued or to be issued on the same date.

"**Transaction Counterparties**" means each Trustee and the Counterparty, the Dealer, any Agents and any other party specified as such.

"**Transfer Agent**" means, in relation to each Series, the entity or entities appointed as such under the Issue Deed or subsequently in accordance with the Agency Terms, and any successor(s) thereto.

"**Trust Terms**" means the trust terms specified in the Issue Deed.

"**Written Resolution**" has the meaning given to it in Schedule 2 (*Meetings and Written Resolutions*) of the Trust Terms.

"**Zero Coupon Note**" means a Note in respect of which there are no interest payments, specified as "Zero Coupon" under the heading "Interest Basis" in the Additional Conditions.

"**Zero Coupon Yield**" means such rate as would produce an amortised face amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date at such rate, or as otherwise specified in the Additional Conditions.

SECTION 4: ISSUER DISCLOSURE

1 NOVUS CAPITAL P.L.C.

1.1 General

Novus Capital p.l.c. was incorporated as a special purpose vehicle in Ireland (with registered number 470980) on 18 May 2009 as a public company limited by shares under the Companies Acts 1963 to 2009 (now the Companies Act 2014, as amended) of Ireland. The authorised share capital of Novus Capital plc is EUR 38,100 divided into 38,100 ordinary shares of EUR 1 each, all of which have been issued at par, are fully paid and are held, directly or through its nominees, by Intertrust Nominee Holdings 1 (Ireland) Limited (formerly Ogier Nominee Holdings (Ireland) Limited and Elian Nominee Holdings (Ireland) Limited) (the "**Share Trustee**") under the terms of a trust established under Irish law by a declaration of trust dated 19 May 2009 and made by the Share Trustee for the benefit of such charities as the Share Trustee may determine from time to time. The Share Trustee has no beneficial interest in and derives no benefit other than its fees for acting as trustee from holding such shares. The registered office of Novus Capital p.l.c. is 1-2 Victoria Buildings, Haddington Road, Dublin 4 Ireland (Telephone number +353 1 775 6152). Novus Capital p.l.c. has no subsidiaries or subsidiary undertakings.

1.2 Directors and Secretary

The directors of Novus Capital p.l.c. are:

Name	Business Address	Principal Activities
Roddy Stafford	1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland	Company Director
Susan Craig	1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland	Company Director

The directors have been nominated under the terms of the Corporate Administration Agreement (as defined below).

The company secretary of Novus Capital p.l.c. is Intertrust Corporate Services (Ireland) Designated Activity Company (formerly Ogier Corporate Services (Ireland) Limited and Elian Corporate Services (Ireland) Limited), whose principal address is 1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland.

1.3 Business

The principal objects of Novus Capital p.l.c. are, *inter alia*, to carry on the business of securitisation, including purchasing, acquiring, holding, discounting, financing, negotiating, managing, selling, disposing of and otherwise trading or dealing directly or indirectly in real or personal property of whatsoever nature (including, without limitation, securities, instruments or obligations of any nature whatsoever, howsoever described and financial assets of whatsoever nature however described and trade accounts, receivables and book debts of whatsoever nature howsoever described and currencies) and any proceeds arising there from or in relation thereto and any participation or interest (legal or equitable) therein and any certificates of participation or interest (whether legal or equitable) therein and any agreements in connection therewith.

Under the Trust Terms, Novus Capital p.l.c. will not undertake any business other than the issue of Obligations and entry into related transactions and will not (except as contemplated by the Trust Terms) declare any dividends in respect of its ordinary shares without the consent of the Note Trustee. There is no intention to accumulate surpluses in Novus Capital p.l.c. The Notes are

obligations of Novus Capital p.l.c. alone and not of the Corporate Administrator (as defined below), the Trustees, the Counterparty, any Secured Creditor or the Custodian.

The only activities in which Novus Capital p.l.c. has engaged are those incidental to its incorporation and registration as a public limited company under the Companies Act 2014 of Ireland, as amended, the authorisation of the issue of Obligations, the matters referred to or contemplated in this Base Prospectus and in any prospectus or other offering document relating to any Series issued by Novus Capital p.l.c. under the Programme prior to the date of this Base Prospectus and the authorisation, execution, delivery and performance of the other documents referred to in this Base Prospectus to which it is a party and matters which are incidental or ancillary to the foregoing. Novus Capital p.l.c. has obtained all necessary consents, approvals and authorisations in Ireland in connection with the establishment of the Programme and the issue and performance of Notes under the Programme issued by it. The establishment of the Programme and the issue of Notes under the Programme was authorised by a resolution of the Board of Directors of Novus Capital p.l.c. passed on 25 June 2009. The update of the Programme and the issue of this Base Prospectus was approved by a resolution of the Board of Directors of Novus Capital p.l.c. passed on 10 July 2019.

The financial statements of Novus Capital p.l.c. for the periods ending 31 December 2016 and 31 December 2017 were filed with Euronext Dublin and are hereby incorporated by reference. Such financial statements are available on the website of Euronext Dublin at <https://urldefense.proofpoint.com/v2/url?u=https-3A__www.ise.ie_debt-5Fdocuments_novus-2520capital-25202016-2520accounts-5F6969cbe9-2Da441-2D4c5f-2Db09d-2Dbea339adffc6.PDF&d=DwMFAg&c=zKNbuaGhkvFUIBVd4yaD4Es2vSyW4ZgnG0rTGtUWKVM&r=5PcG6HE6ljTeEOJFn1v-MPXEHJvFLsFx3UQj8i06vkI&m=W9bjVATO8jHfnx-HLfnT_UIkWC2_yq5yIsJxsn44nuo&s=9nF8bf_oBPFknzghCe0YCJAKaCWwPIIOoHvN5G8Y5uU&e=> and <https://urldefense.proofpoint.com/v2/url?u=https-3A__www.ise.ie_debt-5Fdocuments_novus-2520capital-25202017-2520accounts-5F04fe85b0-2D4414-2D4f42-2Db9f6-2D8f2ca6e548cd.PDF&d=DwMFAg&c=zKNbuaGhkvFUIBVd4yaD4Es2vSyW4ZgnG0rTGtUWKVM&r=5PcG6HE6ljTeEOJFn1v-MPXEHJvFLsFx3UQj8i06vkI&m=W9bjVATO8jHfnx-HLfnT_UIkWC2_yq5yIsJxsn44nuo&s=9Y295J9IQHbjLvvZq9F8KkarBoAsYZsYM7dMOKI-eT8&e=> respectively.

Novus Capital p.l.c. is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Novus Capital p.l.c. is aware), which may have, or have had during the 12 months preceding the date of this Base Prospectus significant effects on Novus Capital p.l.c.'s financial position or profitability.

There has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2017.

1.4 Corporate Administration

Intertrust Fiduciary Services (Ireland) Limited (formerly Ogier Fiduciary Services (Ireland) Limited and Elian Fiduciary Services (Ireland) Limited) (the "**Corporate Administrator**") has entered into a corporate administration agreement dated 26 June 2009 with Novus Capital p.l.c. (the "**Corporate Administration Agreement**"). Its duties include the provision of certain administrative, secretarial and related services in Ireland. It has also nominated persons to act as directors of Novus Capital p.l.c. The appointment of the Corporate Administrator may be terminated in the following circumstances:

(a) forthwith by Novus Capital p.l.c. or the Corporate Administrator on giving notice to the other party if the other party commits a material breach of any of the terms and/or conditions of the Corporate Administration Agreement and (if such breach shall be capable of remedy) fails to remedy the same within 30 days of being so required so to do; or

(b) forthwith by Novus Capital p.l.c. or the Corporate Administrator on giving notice to the other party if either party becomes insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party) or a receiver or examiner is appointed in respect of either party or if some event having equivalent effect occurs; or

(c) by Novus Capital p.l.c. or the Corporate Administrator by giving not less than 90 days' notice in writing to the other party (provided that any termination of appointment following the giving of notice by the Corporate Administrator shall not take effect until a replacement Corporate Administrator has been appointed upon the same, or substantially the same, terms).

Upon the delivery of notice of termination of the appointment of the Corporate Administrator, the Corporate Administrator shall use its best endeavours to ensure the effective transfer of its duties under the Corporate Administration Agreement and the transmission of all corporate documents and information in its possession in connection with Novus Capital p.l.c. to a newly appointed corporate services provider, and shall procure the prompt resignation of any directors of Novus Capital p.l.c. nominated by it and any secretary of the company nominated by it. Any termination of the appointment of the Corporate Administrator shall not take effect until a successor corporate services provider has been appointed upon terms substantially similar to the terms contained in the Corporate Administration Agreement.

1.5 Assets

Novus Capital p.l.c. has, and will have, no assets other than its rights over the Charged Assets in respect of each Series and its rights under any Charged Agreement and any other cash and securities held by it pursuant to transactions in accordance with such agreements or permitted by the Note Trustee, any assets on which any further Notes issued as part of the Series are secured and the sum of EUR 38,100 representing Novus Capital p.l.c.'s issued and paid-up share capital.

The only assets of Novus Capital p.l.c. available to meet the claims of the holders of the Series will be the assets which comprise the Security for the Series.

1.6 Operating Expenses

The Permanent Arranger will fund Novus Capital p.l.c.'s general operating expenses (including expenses relating to its corporate existence and good standing) pursuant to the Programme Agreement (as defined in Section 12: Subscription and Sale). Novus Capital p.l.c. has agreed to exercise any right of termination of the Corporate Administration Agreement, prior to the occurrence of a Permanent Arranger Insolvency (as defined in the Conditions) at the direction of the Permanent Arranger.

1.7 Auditors

The auditors of Novus Capital p.l.c. are Deloitte of Deloitte & Touche House, 29 Earlsfort Terrace, Dublin 2, Ireland who are chartered accountants, members of Chartered Accountants Ireland and are qualified to practise as auditors in Ireland.

2 NOVUS CAPITAL LUXEMBOURG S.A.

2.1 General

Novus Capital Luxembourg S.A. was incorporated in the Grand Duchy of Luxembourg as a public limited liability company (société anonyme) with unlimited duration on 26 January 2010 under the name Novus Capital Luxembourg S.A. (with registered number R.C.S. B 151 433). Novus Capital Luxembourg S.A. was incorporated as a special purpose vehicle and established as a securitisation undertaking (*société de titrisation*) within the meaning of the Luxembourg Securitisation Law in order

to offer securities in accordance with the provisions of such law and is authorised and supervised by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**").

The telephone number of Novus Capital Luxembourg S.A. is +352 2602 491 and the fax number of Novus Capital Luxembourg S.A. is +352 2645 9628.

The share capital of Novus Capital Luxembourg S.A. is EUR 31,000 divided into 3,100 shares in registered form of EUR 10, each (the "**Issuer Shares**"), all of which are fully paid. Each Issuer Share is entitled to one vote. All the shares in Novus Capital Luxembourg S.A. are held by Intertrust Nominee Holdings 1 (Ireland) Limited (formerly Ogier Nominees Holdings (Ireland) Limited and Elian Nominee Holdings (Ireland) Limited), a private company limited by shares duly incorporated and validly existing under the laws of the Republic of Ireland, having its registered office at 1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland, and registered with the companies registration office under number 420220, (the "**Luxembourg Share Trustee**") under the terms of a trust established under Irish law by a declaration of trust dated 24 July 2009 and made by the Luxembourg Share Trustee for the benefit of such charity as the Luxembourg Share Trustee may determine from time to time. The Luxembourg Share Trustee has no beneficial interest in and derives no benefit other than its fees for acting as trustee from holding such shares. Novus Capital Luxembourg S.A. is managed by the board. The directors comprising the board are appointed by the sole shareholder of Novus Capital Luxembourg S.A. Novus Capital Luxembourg S.A. has no subsidiaries. The update of the Programme and the issue of this Base Prospectus was approved by a resolution of the Board of Directors of Novus Capital Luxembourg S.A. passed on 9 July 2019.

2.2 Corporate Purpose

Pursuant to Article 4 of its Articles, Novus Capital Luxembourg S.A. has as its business purpose to enter into, perform and serve as a vehicle for, any transactions permitted under the Luxembourg Securitisation Law. Novus Capital Luxembourg S.A. may issue securities of any nature and in any currency and, to the fullest extent permitted by the Luxembourg Securitisation Law, pledge, mortgage or charge or otherwise create security interests in and over its assets, property and rights to secure its obligations. Novus Capital Luxembourg S.A. may enter into any agreement and perform any action necessary or useful for the purpose of carrying out transactions permitted under the Luxembourg Securitisation Law, including, without limitation, disposing of its assets in accordance with the relevant agreements. Novus Capital Luxembourg S.A. may only carry out the above activities if and to the extent that they are compatible with the Luxembourg Securitisation Law. Novus Capital Luxembourg S.A. has obtained all necessary consents, approvals and authorisations in connection with the Programme and the issue and performance of its obligations under the Notes issued by it under the Programme.

Novus Capital Luxembourg S.A. has not been, since the date of its incorporation, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Novus Capital Luxembourg S.A. is aware), which may have had in the recent past significant effects on Novus Capital Luxembourg S.A.'s financial position or profitability.

2.3 Compartments

The Board of Novus Capital Luxembourg S.A. may, in accordance with the terms of the Luxembourg Securitisation Law, create one or more Compartments. In respect of any Series, "**Compartment**" means the compartment under which such Series is issued. Each Compartment will, unless otherwise provided for in the resolution of the board of directors creating such compartment, correspond to a distinct part of the assets and liabilities in respect of the corresponding funding. More particularly, each Compartment will comprise a pool of Charged Assets of the Issuer separate from the pools of Charged Assets relating to other Compartments. Each Series may (if so stated in the Additional Conditions) be secured by Security Interests over such Charged Assets. The

resolution of the Board creating one or more Compartments, as well as any subsequent amendments thereto, will be binding as of the date of such resolution against any third party.

Each series of Notes will be issued through a separate Compartment and each such Compartment will be treated as a separate entity as between the holders. Rights of holders and any other creditor of Novus Capital Luxembourg S.A. that (i) have been designated as relating to a Compartment on the creation of a Compartment or (ii) have arisen in connection with the creation, the operation or the liquidation of a Compartment, are strictly limited to the assets of that Compartment which shall be exclusively available to satisfy such holders or creditors, unless otherwise provided for in the resolution of the Board which created the relevant Compartment. Holders and other creditors of Novus Capital Luxembourg S.A. whose rights are not related to a specific Compartment of Novus Capital Luxembourg S.A. shall have no rights to the assets of any such Compartment.

Unless otherwise provided for in the resolution of the Board creating such Compartment, no resolution of the Board may amend the resolution creating such Compartment or directly affect the rights of the holders or creditors whose rights relate to such Compartment without the prior approval of all of the holders and other creditors whose rights relate to such Compartment. Any decision of the Board taken in breach of this provision shall be void.

Without prejudice to the preceding paragraph, each Compartment may be separately liquidated without such liquidation resulting in the liquidation of another Compartment of Novus Capital Luxembourg S.A. or of Novus Capital Luxembourg S.A. itself.

The liabilities and obligations of Novus Capital Luxembourg S.A. incurred or arising in connection with a Compartment and all matters connected therewith will only be satisfied or discharged from the Charged Assets. The Charged Assets will be exclusively available to satisfy the rights of the holders and the other creditors of Novus Capital Luxembourg S.A. in respect of the Notes and all matters connected therewith, as provided therein, and (subject to mandatory law) no other creditors of Novus Capital Luxembourg S.A. will have any recourse against the Charged Assets of Novus Capital Luxembourg S.A.

Fees, costs, expenses and other liabilities incurred on behalf of Novus Capital Luxembourg S.A. as a whole shall be general liabilities of Novus Capital Luxembourg S.A. and shall not be payable out of the assets of any Compartment. If the aforementioned fees, costs, expenses and other liabilities cannot be otherwise funded, they shall be apportioned pro rata among the Compartments of Novus Capital Luxembourg S.A. upon a decision of the Board.

2.4 Novus Capital Luxembourg S.A. authorised by the CSSF

Novus Capital Luxembourg S.A. is a securitisation company authorised and supervised by the CSSF, pursuant to the Luxembourg Securitisation Law. Novus Capital Luxembourg S.A. is deemed to qualify as a securitisation undertaking, which will issue securities to the public on a continuous basis. According to the CSSF's administrative practice, more than three issues per year is to be regarded as being "on a continuous basis".

The CSSF has approved Novus Capital Luxembourg S.A. as a *société de titrisation* under the Luxembourg Securitisation Law and Novus Capital Luxembourg S.A. was authorised by the CSSF on 17 March 2010.

The CSSF has been informed of the members of the Board of Novus Capital Luxembourg S.A. and its sole shareholder. Novus Capital Luxembourg S.A. has provided, or as the case may be, will provide the CSSF with a copy of this Base Prospectus and executed copies of the following documents which relate to some or all Series: the Programme Agreement, Definitions and Common Provisions, Trust Terms, Custody Terms, Luxembourg Custody Terms, Agency Terms, Deposit Terms, Collateral Assets Sales Terms, Securities Lending Terms, Derivatives Master Terms, Repo

Master Terms and Conditions of the Notes and copies of the final form of each deed of accession to the Programme Agreement, a copy of the financial information prepared by the Issuer and a copy of the opening financial statements certified by Novus Capital Luxembourg S.A.'s auditor.

The Luxembourg Securitisation Law empowers the CSSF to continuously supervise Novus Capital Luxembourg S.A. and to comprehensively examine anything which may affect the interests of holders. For example, the CSSF can request regular interim reports on the status of Novus Capital Luxembourg S.A.'s assets and proceeds therefrom as well as any other documents relating to the operation of Novus Capital Luxembourg S.A., and can, under certain conditions, withdraw the authorisation of Novus Capital Luxembourg S.A.

Novus Capital Luxembourg S.A. is obliged to provide information to the CSSF on a semi-annual basis with respect to new Note issues, outstanding Note issues and Note issues that have been redeemed during the period under review. In connection therewith the nominal value of each Note issue, the type of securitisation and the investor profile must be reported.

2.5 Capitalisation

The following table sets out the capitalisation of Novus Capital Luxembourg S.A. as at the date of its accession to this Base Prospectus.

Shareholders' Funds:	
Share capital (Shares of Novus Capital Luxembourg S.A.)	EUR 31,000
Total Capitalisation	EUR 31,000

2.6 Indebtedness

As at the date of this Base Prospectus, Novus Capital Luxembourg S.A. has no material indebtedness, contingent liabilities and/or guarantees other than that which Novus Capital Luxembourg S.A. has incurred or shall incur in relation to the transactions contemplated in this Base Prospectus.

2.7 Administration, management and supervisory bodies

The directors of Novus Capital Luxembourg S.A. are as follows:

Director	Business address	Principal outside activities
Meenakshi Mussai-Ramassur	22-24, Boulevard Royal, L-2449 Luxembourg	Team Leader at Circumference FS (Luxembourg) S.A.
Zamyra H. Cammans	22-24, Boulevard Royal, L-2449 Luxembourg	Managing Director of Circumference FS (Luxembourg) S.A.
Sheena E. Schmidt	22-24, Boulevard Royal, L-2449 Luxembourg	Team Leader at Circumference FS (Luxembourg) S.A.

Each of the directors confirms that there is no conflict of interest between his duties as a director of Novus Capital Luxembourg S.A. and his principal and/or other outside activities.

Circumference FS (Luxembourg) S.A. (formerly Wilmington Trust SP Services (Luxembourg) S.A.), a limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 22-24, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register under

number B 58628, acts as corporate services provider to the Issuer (the "**Corporate Services Provider**"). Pursuant to the terms of the corporate services agreement dated 3 February 2010 and entered into between the Corporate Services Provider and Novus Capital Luxembourg S.A., the Corporate Services Provider will provide a registered office and three directors as well as certain corporate administration services to Novus Capital Luxembourg S.A. In consideration of the foregoing, the Corporate Services Provider will receive an annual fee as agreed with the Issuer. The appointment of the Corporate Services Provider may be terminated, in principle, by either Novus Capital Luxembourg S.A. or the Corporate Services Provider upon not less than three months prior written notice.

No corporate governance regime to which Novus Capital Luxembourg S.A. would be subject exists in Luxembourg as at the date of this Base Prospectus.

2.8 Financial statements

The financial year of Novus Capital Luxembourg S.A. begins on 1 April and terminates on 31 March of each year, save that the first financial year began on the date of incorporation and terminated on 31 March 2011. The latest available audited financial statements of Novus Capital Luxembourg S.A. are for the financial year ended 31 March 2018 which have been approved by the sole shareholder on 27 November 2018. The financial statements for the financial years ended 31 March 2017 and 31 March 2018 are incorporated by reference into this Base Prospectus and are available on the website of the London Stock Exchange at http://www.rns-pdf.londonstockexchange.com/rns/2335V_-2017-11-1.pdf and on the website of the Luxembourg Stock Exchange at https://dl.bourse.lu/dl?v=icx243r1tm1DqelMLjUbQrXWDMCPE2jl1j/kUTAzvZbPqWVob6Kv/iu0ap0DbvMYHsmzzWMOTcHVB2m7HKrNVh4ni5GceHZZBht75QKkn5uqj3CQ7df9xirXRBeftwIjz9virJ8VSEZ3UgeP+YyLMcmuDwrImIEt0zCBT5Az0r83LYWC7v1mc6s16sdpUy1a. There has been no material adverse change in the financial position or prospects of Novus Capital Luxembourg S.A. since 31 March 2018.

In accordance with articles 461-1, 461-7 and 461-8 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, Novus Capital Luxembourg S.A. is obliged to publish its annual accounts on an annual basis following approval of the annual accounts by the annual general meeting of the shareholders. The annual general meeting of shareholders takes place each year on 31 May or, if such day is not a business day, the next following business day in Luxembourg at 10.00 a.m., at the place specified in the convening notice.

Any future published annual audited financial statements prepared for Novus Capital Luxembourg S.A. will be obtainable free of charge from the specified office of the Paying Agents and Novus Capital Luxembourg S.A., as described in Section 13: General Information.

2.9 Auditor

Novus Capital Luxembourg S.A. has appointed Deloitte Audit S.à r.l. of 560 rue de Neudorf, L-2220 Luxembourg as its auditor. Deloitte Audit S.à r.l. is an authorised audit firm (*Cabinet de révision agréé*) that carries out statutory audits of, among others, public-interest entities. It is a member of the *Institut des Réviseurs d'Entreprises* in Luxembourg.

3 OAKDALE CAPITAL DAC

3.1 General

Oakdale Capital DAC was incorporated as a special purpose vehicle in Ireland (with registered number 629634) on 3 July 2018 as a designated activity company (limited by shares) under the Companies Act 2014 of Ireland, as amended. The authorised share capital of Oakdale Capital DAC

is EUR 1,000.00 divided into 1,000 ordinary shares of EUR 1.00 each, one of which has been issued at par, is fully paid and is held, directly or through its nominees, by Intertrust Nominees 2 (Ireland) Limited (the "**Share Trustee**") under the terms of a trust established under Irish law by a declaration of trust dated 25 September 2018 and made by the Share Trustee for the benefit of such charities as the Share Trustee may determine from time to time. The Share Trustee has no beneficial interest in and derives no benefit other than its fees for acting as trustee from holding such shares. The registered office of Oakdale Capital DAC is 1-2 Victoria Buildings, Haddington Road, Dublin 4, D04 XN32, Ireland (Telephone number +353 1 775 6152). Oakdale Capital DAC has no subsidiaries or subsidiary undertakings.

3.2 Directors and Secretary

The Directors of Oakdale Capital DAC are:

Name	Business Address	Principal Activities
Susan Craig	1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland	Accountant and Company Director
Antoinette Lynch	1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland	Company Director

The directors have been nominated under the terms of the Corporate Administration Agreement (as defined below).

The company secretary of Oakdale Capital DAC is Intertrust Fiduciary Services (Ireland) Limited, whose principal address is 1-2 Victoria Buildings, Haddington Road, Dublin 4, D04 XN32, Ireland.

3.3 Business

The principal objects of Oakdale Capital DAC are, *inter alia*, to carry on the business of securitisation, including purchasing, acquiring, holding, discounting, financing, negotiating, managing, selling, disposing of and otherwise trading or dealing directly or indirectly in real or personal property of whatsoever nature (including, without limitation, securities, instruments or obligations of any nature whatsoever, howsoever described and financial assets of whatsoever nature however described and trade accounts, receivables and book debts of whatsoever nature howsoever described and currencies) and any proceeds arising there from or in relation thereto and any participation or interest (legal or equitable) therein and any certificates of participation or interest (whether legal or equitable) therein and any agreements in connection therewith.

Under the Trust Terms, Oakdale Capital DAC will not undertake any business other than the issue of Obligations and entry into related transactions and will not (except as contemplated by the Trust Terms) declare any dividends in respect of its ordinary shares without the consent of the Note Trustee. There is no intention to accumulate surpluses in Oakdale Capital DAC. The Notes are obligations of Oakdale Capital DAC alone and not of the Corporate Administrator (as defined below), the Trustees, the Counterparty, any Secured Creditor or the Custodian.

The only activities in which Oakdale Capital DAC has engaged are those incidental to its incorporation and registration as a designated activity company under the Companies Act 2014 of Ireland, as amended, the authorisation of the issue of Obligations, the matters referred to or contemplated in this Base Prospectus and the authorisation, execution, delivery and performance of the other documents referred to in this Base Prospectus to which it is a party and matters which are incidental or ancillary to the foregoing. Oakdale Capital DAC has obtained all necessary consents, approvals and authorisations in Ireland in connection with the accession to the Programme and the issue and performance of Notes under the Programme issued by it. The accession to the Programme and the issue of Notes under the Programme was authorised by a resolution of the Board of Directors of Oakdale Capital DAC passed on 25 September 2018. The

update of the Programme and the issue of this Base Prospectus was approved by a resolution of the Board of Directors of Oakdale Capital DAC passed on 10 July 2019.

Oakdale Capital DAC is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Oakdale Capital DAC is aware), which may have, or have had during the 12 months preceding the date of this Base Prospectus significant effects on Oakdale Capital DAC's financial position or profitability.

Since the date of incorporation, Oakdale Capital DAC has not commenced operations (other than in respect of the activities mentioned above) and no financial statements have been made up as at the date of this Base Prospectus.

3.4 Corporate administration

Intertrust Fiduciary Services (Ireland) Limited (the "**Corporate Administrator**") has entered into a corporate administration agreement dated 25 September 2018 with Oakdale Capital DAC (the "**Corporate Administration Agreement**"). Its duties include the provision of certain administrative, secretarial and related services in Ireland. It has also nominated persons to act as directors of Oakdale Capital DAC. The appointment of the Corporate Administrator may be terminated in the following circumstances:

(a) forthwith by Oakdale Capital DAC or the Corporate Administrator on giving notice to the other party if the other party commits a material breach of any of the terms and/or conditions of the Corporate Administration Agreement and (if such breach shall be capable of remedy) fails to remedy the same within 30 days of being so required so to do; or

(b) forthwith by Oakdale Capital DAC or the Corporate Administrator on giving notice to the other party if either party becomes insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party) or a receiver or examiner is appointed in respect of either party or if some event having equivalent effect occurs; or

(c) by Oakdale Capital DAC or the Corporate Administrator by giving not less than 90 days' notice in writing to the other party (provided that any termination of appointment following the giving of notice by the Corporate Administrator shall not take effect until a replacement Corporate Administrator has been appointed upon the same, or substantially the same, terms).

Upon the delivery of notice of termination of the appointment of the Corporate Administrator, the Corporate Administrator shall use its best endeavours to ensure the effective transfer of its duties under the Corporate Administration Agreement and the transmission of all corporate documents and information in its possession in connection with Oakdale Capital DAC to a newly appointed corporate services provider, and shall procure the prompt resignation of any directors of Oakdale Capital DAC nominated by it and any secretary of the company nominated by it. Any termination of the appointment of the Corporate Administrator shall not take effect until a successor corporate services provider has been appointed upon terms substantially similar to the terms contained in the Corporate Administration Agreement.

3.5 Assets

Oakdale Capital DAC has, and will have, no assets other than its rights over the Charged Assets in respect of each Series and its rights under any Charged Agreement, any other cash and securities held by it pursuant to transactions in accordance with such agreements or permitted by the Note Trustee and any assets on which any further Notes issued as part of the Series are secured.

The only assets of Oakdale Capital DAC available to meet the claims of the holders of the Series will be the assets which comprise the Security for the Series.

3.6 Operating expenses

The Permanent Arranger will fund Oakdale Capital DAC's general operating expenses (including expenses relating to its corporate existence and good standing) pursuant to the Programme Agreement (as defined in Section 12: Subscription and Sale). Oakdale Capital DAC has agreed to exercise any right of termination of the Corporate Administration Agreement, prior to the occurrence of a Permanent Arranger Insolvency (as defined in the Conditions) at the direction of the Permanent Arranger.

3.7 Auditors

The auditors of Oakdale Capital DAC are Mazars of Harcourt Centre, Block 3 Harcourt Road, Dublin 2, Ireland who are chartered accountants, members of Chartered Accountants Ireland and are qualified to practise as auditors in Ireland.

SECTION 5: ARRANGER AND COUNTERPARTY DISCLOSURE

1 NOMURA INTERNATIONAL PLC

1.1 THE PERMANENT ARRANGER

Nomura International plc was incorporated on 12 March 1981 and is registered as a public limited company (registration number 1550505) in England and Wales. Nomura International plc's registered office is situated at 1 Angel Lane, London EC4R 3AB.

Nomura International plc is a wholly owned subsidiary of Nomura Europe Holdings plc ("**NEHS**"), which in turn is a wholly owned subsidiary of Nomura Holdings, Inc. Nomura Holdings, Inc. is a holding company which manages financial operations for its subsidiaries (together the "**Nomura Group**"). Nomura International plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The payment obligations of Nomura International plc under the applicable Derivative Agreement will be unconditionally and irrevocably guaranteed in full by Nomura Holdings, Inc. pursuant to a guarantee issued by Nomura Holdings, Inc.

1.2 BUSINESS AND OPERATIONS

1.3 Nomura International plc is the London-based securities broker/dealer operating company within the Nomura Group headed by Nomura Holdings, Inc. The company activities include:

(a) trading and sales in fixed income and equity products, including related derivatives;

(b) investment banking services;

(c) asset and principal finance business; and

(d) corporate finance and private equity.

Nomura International plc has reported a loss on ordinary activities before tax of $230,370,000 in the financial year ending 31 March 2018 (2017: loss of $26,811,000). Nomura International plc's key financial and other performance indicators during the year were as follows:

	Year ended 31 March 2018	**Year ended 31 March 2017**	**Movement**
	£'000	*£'000*	*%*
Trading profit	1,510,860	1,779,255	15
Operating profit/(loss)	(184,422)	(12,128))	1420
Loss on ordinary activities before taxation	(230,370)	(26,811))	759
Loss on ordinary activities after taxation	(231,483))	(39,400))	487
Shareholders' funds	5,099,808	5,021,782	2
Average number of employees	[2,236],	[2,304]	(3)

The Company reported a loss before tax for the year of $230,370,000 (March 2017: loss of $26,811,000). The increase in losses is driven by lower trading profit which includes a one-off loss of $128,000,000 in connection with a specific margin loan during the year.

The auditors of Nomura International plc are Ernst & Young LLP. The audit of the financial statements for the year ended 31 March 2018 was conducted by the auditors in accordance with the International Standards on Auditing (UK) and applicable law.

As at the date of this Base Prospectus, the financial rating of the ultimate parent company Nomura Holdings, Inc. was long term rating A- and short term rating A-2 (S&P) and long term rating Baa1 (Moody's Investors Service, Inc.). The annual reports of Nomura Holdings, Inc. as of 31 March 2018 are available at the website www.nomuraholdings.com.

Nomura Group is a global financial services group dedicated to providing a broad range of financial services for individual, institutional, corporate and government clients.

Nomura Group offers a diverse line of competitive products and value-added financial and advisory solutions through its global headquarters in Tokyo, with over 150 branches in Japan, and an international network in over 30 countries; with regional headquarters in Hong Kong, London, and New York.

Nomura Group's business activities include investment consultation and brokerage services for retail investors in Japan, and, on a global basis, brokerage services, securities underwriting, investment banking advisory services, merchant banking, and asset management.

1.4 RISK MANAGEMENT

Nomura International plc's activities involve the assumption and transfer of certain risks, including market risk, credit risk, operational risk, cross-border risk, model risk, liquidity and funding risks, and business risk.

These risks are managed through sub-committees of the Board of NEHS. These include a Prudential Risk Committee, having oversight of and providing advice to the Board on the NEHS Group's risk profile, risk appetite, future risk strategy and maintenance of an appropriate risk control framework. Additionally, there are committees dedicated to overseeing cross-border risks in relation to non-Europe Middle East and Africa business booked into certain European entities, including Nomura International plc.

Nomura International plc's risk management framework is closely aligned to Nomura Group's risk management framework but, through its local governance, Nomura International plc determines, where deemed necessary, specific risk management controls, policies and procedures and articulates its risk appetite, which is the maximum level and types of risk that the Nomura International plc is willing to assume in line with the Nomura Group's risk appetite and in pursuit of its strategic objectives and business plan.

2 NOMURA FINANCIAL PRODUCTS EUROPE GMBH

2.1 ARRANGER

Nomura Financial Products Europe GmbH was incorporated on 22 August 2017 and is registered as a securities trading bank (Wertpapierhandelsbank) in the Federal Republic of Germany. Nomura Financial Products Europe GmbH's registered office is situated at Rathenauplatz 1, 60313 Frankfurt am Main, Germany.

Nomura Financial Products Europe GmbH is a wholly owned subsidiary of Nomura Europe Holdings plc, which in turn is a wholly owned subsidiary of Nomura Holdings, Inc. Nomura Holdings, Inc. is a holding company which manages financial operations for the Nomura Group. Nomura Financial Products Europe GmbH holds a securities trading licence granted by the German Federal Financial Supervisory Authority (BaFin) and is authorised and regulated by BaFin.

The payment obligations of Nomura Financial Products Europe GmbH under the applicable Derivative Agreement will be unconditionally and irrevocably guaranteed in full by Nomura Holdings, Inc. pursuant to a guarantee issued by Nomura Holdings, Inc.

2.2 BUSINESS AND OPERATIONS

Nomura Financial Products Europe GmbH is the Frankfurt-based securities broker/dealer operating company within the Nomura Group headed by Nomura Holdings, Inc. It is intended that Nomura Financial Products Europe GmbH shall perform the EU MiFID regulated activities for clients resident in the European Economic Area.

Nomura Financial Products Europe GmbH does not currently have any audited accounts.

Nomura Group is a global financial services group dedicated to providing a broad range of financial services for individual, institutional, corporate and government clients.

Nomura Group offers a diverse line of competitive products and value-added financial and advisory solutions through its global headquarters in Tokyo, with over 150 branches in Japan, and an international network in over 30 countries.

Nomura Group's business activities include investment consultation and brokerage services for retail investors in Japan, and, on a global basis, brokerage services, securities underwriting, investment banking advisory services, merchant banking, and asset management.

2.3 RISK MANAGEMENT

Nomura Financial Products Europe GmbH's activities involve the assumption and transfer of certain risks, including but not limited to market risk, credit risk, operational risk, liquidity risk and business risk.

These risks are managed in accordance with Nomura Financial Products Europe GmbH's Risk Management Framework. A Risk Management Committee has been set up, having oversight of and providing advice to the Nomura Financial Products Europe GmbH Management Board on their risk profile, risk appetite, future risk strategy and maintenance of an appropriate risk control framework.

Nomura Financial Products Europe GmbH's risk management framework is closely aligned to Nomura Group's risk management framework but, through its local governance, Nomura Financial Products Europe GmbH determines, where deemed necessary, specific risk management controls, policies and procedures and articulates its risk appetite, which is the maximum level and types of risk that the Nomura Financial Products Europe GmbH is willing to assume in line with the Nomura Group's risk appetite and in pursuit of its strategic objectives and business plan.

SECTION 6: THE COUNTERPARTY GUARANTOR

1 NOMURA HOLDINGS, INC.

1.1 INCORPORATION AND REGISTERED OFFICE

Nomura Holdings, Inc. is a company incorporated in Japan whose registered office is at 1-9-1 Nihonbashi, Chuo-ku, Tokyo 103-8645, Japan, and whose shares are listed on the Tokyo, Nagoya and the Singapore stock exchanges, and on the NYSE in the form of American Depositary Shares ("**ADSs**") evidenced by American Depositary Receipts (each ADS represents one share of common stock).

1.2 OVERVIEW OF THE ACTIVITIES

Nomura Holdings, Inc. is engaged in the investment and financial services business with a focus on securities business. It operates in over 30 countries and regions including Japan, the United States, the United Kingdom, Singapore and Hong Kong Special Administrative Region (Hong Kong SAR) through its subsidiaries

1.3 COUNTERPARTY GUARANTEE

Nomura Holdings, Inc. will unconditionally and irrevocably guarantee the payment obligations of Nomura International plc and Nomura Financial Products Europe GmbH pursuant to a Counterparty Guarantee issued by Nomura Holdings, Inc.

SECTION 7: CHARGED AGREEMENTS

General

*If so specified in the applicable Additional Conditions, the Issuer may enter into one or more Derivative Agreements, Repurchase Agreements, Deposit Agreements and/or Securities Lending Agreements with the Counterparty (each such agreement a "**Charged Agreement**"). To the extent that the Issuer does not enter into any of the Charged Agreements described below in relation to any Series, the description below shall be disregarded for the purposes of such Series. The following descriptions apply to any Charged Agreement entered into in relation to any Series. These descriptions consist of a summary of certain provisions of the Charged Agreements and are qualified by reference to the detailed provisions of the applicable Charged Agreements. The following summaries do not purport to be complete, and prospective investors must refer to the applicable Charged Agreements for detailed information regarding such agreements.*

1 DERIVATIVE AGREEMENT

1.1 ISDA Master Agreement

Derivative Agreements will be entered into on the basis of the Derivatives Master Terms specified in the Issue Deed, together with one or more Confirmations of derivative transactions. The Derivatives Master Terms will comprise an ISDA Master Agreement and schedule.

1.2 Assignment

The Counterparty will (if and to the extent specified in the applicable Derivative Agreement) be entitled to assign or transfer (including by way of novation) its rights and obligations under the Derivative Agreement.

1.3 Termination

The ISDA Master Agreement will include limited events of default such as bankruptcy of the Issuer or the Counterparty and failure to make payments or deliveries thereunder. Upon the occurrence of any such events of default in relation to any Series, each transaction relating thereto may be terminated. Additionally, each such transaction may be terminated in whole or part if, such Series or any relevant Class is redeemed early or repurchased in whole or part for any reason, or due to the occurrence of any changes in laws or regulations (or a change in the requirements under any such laws or regulations) that, after taking all reasonable measures, there is a resulting material adverse change in either party's regulatory treatment.

1.4 No gross-up

No party is required to pay any additional amount in respect of payments under the Derivative Agreement in the event of the imposition of a withholding or deduction on account of tax. If an event occurs which would constitute a Tax Event or Tax Event upon Merger under the Derivative Agreement, or would otherwise result in the redemption of the Series prior to the scheduled maturity thereof by reason of the imposition of tax on payments under the Charged Assets or in respect of such Series, the Counterparty may (but shall not be obliged to) elect to pay an additional amount to the Issuer so as to mitigate such event (and having so elected, may thereafter cease to make such payments). If and for so long as the Counterparty so elects, the relevant event shall not constitute a Tax Event or Tax Event upon Merger under the Derivative Agreement.

1.5 Governing law

The Derivative Agreement will be governed by English law.

2 REPURCHASE AGREEMENT

2.1 Global Master Repurchase Agreement

Repurchase Agreements will be entered into on the basis of the Repo Master Terms specified in the Issue Deed, together with one or more Confirmations of sale-and-repurchase transactions. The Repo Master Terms will comprise a Global Master Repurchase Agreement and annex.

2.2 Purchase price

On the Issue Date of the Series, the Issuer will enter into a repurchase transaction with the Counterparty in respect of the Series. The purchase price paid by the Issuer in respect of the repurchase transaction will be the issue proceeds of the Notes issued on the Issue Date. If a further Tranche of Notes is issued, the Issuer will pay to the Counterparty the issue proceeds of such further Tranche and the nominal amount of the repurchase transaction will be increased accordingly.

2.3 Purchased securities

The Counterparty will transfer to the Issuer certain eligible securities, as described in the Additional Conditions, having a market value equal to the applicable purchase price.

2.4 Repurchase date and repurchase price

The repurchase transaction will be for a term of three months and will be rolled for successive three month periods until the dated of final redemption of the Notes, unless an event resulting in the early redemption of all the Notes occurs. The repurchase price of the repurchase transaction will be determined by applying the repo rate to the purchase price for the term of the repurchase transaction.

2.5 Termination

The Global Master Repurchase Agreement will include limited events of default such as bankruptcy of the Issuer or the Counterparty, failure to comply with the margin maintenance and failure to make payments or deliveries thereunder. Upon the occurrence of any such events of default in relation to any Series of Notes, the repurchase transaction may be terminated. Additionally, the repurchase transaction will be terminated if the Notes are redeemed early or repurchased in full for any reason.

2.6 No gross-up

Unless otherwise agreed, all monies payable by one party to the other in respect of any repurchase transaction shall be paid free and clear of, and without withholding or deduction for or on account of any tax unless the withholding or deduction for or on account of such tax is required by law. If any such withholding or deduction is imposed on any payment from the Counterparty to the Issuer, the Counterparty may (but shall not be obliged to) elect to make additional payments to the Issuer so as to mitigate such event (and, having so elected, may thereafter cease to make such payments).

2.7 Governing law

The Repurchase Agreement will be governed by English law.

3 DEPOSIT AGREEMENT

3.1 General

On the initial Issue Date, the Issuer may enter into a Deposit Agreement with the Counterparty in its capacity as Deposit Provider in respect of the Series of Notes issued on such date. The Deposit Agreement shall comprise the Deposit Terms specified in the Issue Deed, together with one or more deposit confirmations.

3.2 Initial investment

Pursuant to the Deposit Agreement, the Issuer will pay to the Deposit Provider the issue proceeds of the Notes issued on the Issue Date (the "**Deposit**").

3.3 Return on deposit

The Deposit Provider will pay to the Issuer interest at the rate offered by the Deposit Provider on the principal amount of the Deposit.

3.4 Repayment on redemption date

On the redemption date of each Series of Notes, the Deposit Provider will repay an amount equal to the Deposit to the Issuer.

3.5 Termination

Following a default by the Deposit Provider in making payment of any amount due pursuant to the Deposit Agreement which default continues for a period of one Business Day following receipt by the Deposit Provider of notice from the Issuer, the Deposit Provider may be required to repay the Deposit in full to the Issuer (or as directed by the Issuer). Additionally, the Deposit Agreement will be required to be repaid if the Notes are redeemed early or repurchased in full for any reason.

3.6 No gross-up

No party is required to pay any additional amount in respect of payments under the Deposit Agreement in the event of the imposition of a withholding or deduction on account of tax.

3.7 Governing law

The Deposit Agreement will be governed by English law.

4 SECURITIES LENDING AGREEMENT

4.1 Global Master Securities Lending Agreement

Each Securities Lending Agreement will be entered into on the basis of the Securities Lending Terms specified in the Issue Deed (comprising a global master securities lending agreement and schedule), together with one or more securities lending confirmations.

4.2 Loan of securities

On the initial Issue Date, the Issuer in its capacity as Lender may enter into a Securities Lending Agreement with the Counterparty in its capacity as Borrower in respect of the Series of Notes issued on such date. Pursuant to the Securities Lending Agreement, the Lender will transfer to the Borrower securities and other financial instruments without any obligation on the Borrower to transfer any collateral to the Lender.

4.3 Delivery of loaned securities on Redemption Date

On the redemption date of each Series of Notes, the Borrower will transfer securities equivalent to those transferred to it on the Issue Date to the Lender.

4.4 Termination

Following a default by the parties in making payment of any amount due or delivery of any securities pursuant to the Securities Lending Agreement, the Borrower may be required to deliver securities equivalent to those originally loaned to it back to the Lender (or as directed by the Lender). Additionally, the Securities Lending Agreement will be terminated if the Notes are redeemed early or repurchased in full for any reason.

4.5 Governing law

The Securities Lending Agreement will be governed by English law.

4.6 Counterparty Guarantee

The obligations of the Counterparty in respect of any Charged Agreement may be guaranteed pursuant to a guarantee or other credit support document(s) in respect of the obligations of the Counterparty under such Charged Agreement by a Counterparty Guarantor under a Counterparty Guarantee.

SECTION 8: TRUST TERMS

A summary of the Trust Terms dated 11 July 2019 is set out below. Capitalised terms have the meanings given to them in such Trust Terms. The summary set out below is subject, in relation to any particular Series of Notes, to the Issue Deed entered into in respect of such Series.

1 THE NOTE TRUSTEE AND THE SECURITY TRUSTEE

1.1 By execution of the Issue Deed in respect of a Series, the Note Trustee agrees to act as trustee for the holders of such Series. In connection with the exercise by it of any of its trusts, powers, authorities or discretions under the Trust Terms (including, without limitation, any modification, waiver, authorisation, determination or substitution) in relation to such Series the Note Trustee:

(a) shall have regard solely to the interests of the holders of such Series; and

(b) shall not be required to have regard to the interests of, or to act upon or comply with any direction or request of, any other person; and

(c) where such Series is comprised of more than one Class, shall:

(i) have regard to the interests of the holders of each Class of such Series as a class; and

(ii) have regard solely to the interests of the holders of the most senior ranking Class if in its opinion there is a conflict between the interests of any two or more Classes, provided that this paragraph (ii) shall not apply and the Note Trustee shall take account of the interests of the holders of each Class of such Series, in each case as a class:

(A) where the Note Trustee is required to determine if any action or event would be materially prejudicial to the holders of a Series; and

(B) in relation to (x) the sanction of any modification of these terms or any of the other Issue Documents or any waiver or authorisation of any breach or proposed breach thereof or a determination that an Event of Default or Potential Event of Default shall not be treated as such or (y) any of the matters referred to in subparagraphs (a), (b), (c) and (d) of paragraph 5 of Schedule 2 (*Meetings and Written Resolutions*) to the Trust Terms or in relation to any Reserved Matter, which shall take effect in accordance with paragraph 23 of Schedule 2 (*Meetings and Written Resolutions*) to the Trust Terms.

For the purposes of paragraph (a) above the Note Trustee shall not have regard to any interests arising from circumstances particular to individual holders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual holders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof.

1.2 By execution of the Issue Deed in respect of a Series the Security Trustee agrees to act as security trustee for the Secured Creditors in respect of such Series. In connection with the exercise by it of any of its trusts, powers, authorities or discretions under the Trust Terms (including, without limitation, any modification, waiver, authorisation, determination or substitution) in relation to such Series the Security Trustee shall:

(a) have regard solely to the interests of the Controlling Secured Creditor; and

(b) not be required to have regard to the interests of, or to act upon or comply with any direction or request of, any other person which shall include, for the avoidance of doubt, any other Secured Creditor.

(c) The Security Trustee shall deal solely with and take written instructions only from the Controlling Secured Creditor (to the exclusion of any other Secured Creditor) in relation to the exercise of its rights and the performance of its obligations under the Trust Deed and the other Issue Documents and shall be under no obligation to take any step or action or refrain from taking any step or action pursuant to the Trust Deed or any other Issue Document to which it is a party unless and until it has received an instruction in writing from the Controlling Secured Creditor (which instruction shall be binding on all of the other Secured Creditors) and it has been indemnified and/or secured and/or prefunded to its satisfaction.

(d) For the avoidance of doubt, in the event that conflicting instructions are received by the Security Trustee in connection with the performance of its rights and obligations under the Trust Deed or any other Issue Documents, the instruction of the Controlling Secured Creditor shall in all circumstances prevail and the Security Trustee shall incur no liability to any person for any act (or omission) if it acts (or refrains from taking any action) in accordance with the written instructions of the Controlling Secured Creditor. The Security Trustee shall be entitled to seek clarification of any instruction which has been given by the Controlling Secured Creditor and shall be entitled to refrain from acting in the absence of any clear, unequivocal instructions and shall incur no liability for not acting in accordance with any such instructions while seeking clarification or for any delay which may result from its so doing.

2 CREATION OF SECURITY INTERESTS

2.1 The Issuer, by executing the Issue Deed, creates, with full title guarantee and as Security for the Secured Obligations, the following Security Interests in favour of the Security Trustee for the benefit of itself and as trustee for the Secured Creditors, any Receiver or any other appointee (including any agent, delegate, custodian or nominee) under the Trust Terms:

(a) a first fixed change over the Collateral Assets and all property, income, sums and assets derived therefrom;

(b) an assignment by way of security over all of the Issuer's rights, title and interest in and to the Charged Assets, including all dividends, distributions and interest paid or payable thereon, all property distributed in substitution therefor and the proceeds of sale, repayment or redemption thereof, and including any right to delivery or redelivery therefrom or any right to delivery of equivalent assets fungible therewith which arises as a result of any such assets being held through a clearing system or a financial intermediary (provided that, in the case of any Charged Agreement, such assignment shall be without prejudice to and after giving effect to, any contractual netting or set-off provision contained in such Charged Agreement);

(c) an assignment by way of security over all of the Issuer's rights, title and interests in and to the Issue Documents and any sums received or receivable thereunder (in the case of any Charged Agreement, without prejudice to and after giving effect to, any contractual netting or set-off provision contained in such Charged Agreement);

(d) a first fixed charge over any accounts of the Issuer established in connection with the Series, including sums held by the Principal Paying Agent and/or Custodian but excluding, in the case of a Luxembourg Issuer, the Pledged Assets;

(e) in the case of a Luxembourg Issuer, a first ranking pledge governed by Luxembourg law, in particular the law of 5 August 2005 on financial collateral arrangements as amended (*loi du 5*

août 2005 sur les contrats de garantie financière, comme modifié) over the Pledged Assets; and

(f) such other Security Interests as may be specified in the Issue Deed.

2.2 The Issuer, by executing the Issue Deed, is deemed to represent and warrant that it has not registered an establishment in the United Kingdom at the Registrar of Companies whether under its name of incorporation or any other name.

3 ENFORCEMENT OF SECURITY

3.1 The Security created in respect of the Series is expressed to become enforceable:

(a) upon written notice from the Note Trustee to the Security Trustee (A) in its discretion or (B) at the direction of the holders of at least one-fifth in principal amount of the Obligations of the Series then outstanding or by an Extraordinary Resolution of such holders (or, if the Series is composed of more than one Class, at the direction of the holders of at least one-fifth in principal amount of the most senior ranking Class thereof or by an Extraordinary Resolution of the holders of such most senior ranking Class), in each case following the occurrence of an Event of Default in respect of the Series; or

(b) upon written notice from any Counterparty to the Security Trustee, following any Event of Default or analogous event (and after expiry of any applicable grace period) of the Issuer under the terms of any Charged Agreement entered into with such Counterparty, or if any amount payable to such Counterparty on termination of any Charged Agreement or any transaction entered into thereunder is not paid when due; or

(c) upon written notice from the Acquisition and Disposal Agent to the Security Trustee that it has been unable to dispose of the Collateral Assets in accordance with the Agency Agreement.

3.2 At any time after the Security for the Series has become enforceable in accordance with the above, the Security Trustee (i) may, in its discretion but with no obligation to and (ii) shall, if so requested by the Controlling Secured Creditor, but subject always to clause 8.19 (*No Obligation to Act*) of the Trust Terms, enforce the Security for the Series.

4 RELEASE OF SECURITY

Pursuant to the Trust Terms, the Security Trustee agrees to and does, unless and until the Security Trustee gives notice to the contrary, authorise the Custodian:

(a) to make payment or delivery, as applicable, on behalf of the Issuer to each Counterparty of any amounts or assets due and payable or deliverable in respect of any Charged Agreement; and

(b) to make payment or delivery to the Principal Paying Agent on behalf of the holders of each Series in accordance with the terms thereof,

in each case solely out of the assets available to the Issuer in respect of the Series.

5 APPLICATION OF MONIES UPON REALISATION OR ENFORCEMENT

The Security Trustee shall, subject as set out in the Issue Deed, apply all moneys received by it or any relevant Receiver in connection with the realisation or enforcement of the Security for any Series as follows:

(a) first, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any amounts payable, or which may become payable, to the Security Trustee, the Note Trustee,

any Receiver or any other appointee (including any agent, delegate, custodian or nominee) under the Trust Terms in relation to the Series;

(b) secondly, *pari passu* in payment of (i) any amounts owing to the Custodian for reimbursement in respect of payments properly made by it in accordance with the terms of the Custody Agreement relating to sums receivable on or in respect of the relevant Collateral Assets, (ii) any amounts owing to the Principal Paying Agent, Registrar or any Paying Agent for reimbursement in respect of payments properly made by any of them in accordance with the terms of the Agency Agreement and (iii) any costs, charges, fees, expenses and liabilities then due and payable to the Custodian or any of the Agents under the Custody Agreement or the Agency Agreement (as applicable);

(c) thirdly, in the event of a Permanent Arranger Insolvency, in payment of or provision for any Issuance Operating Expenses and the Series Share of the General Operating Expenses;

(d) fourthly, if either "Counterparty Priority" or "Modified Counterparty Priority" is specified as applicable in the related Issue Deed, in payment of or provision for any amounts payable or which may become payable to any Counterparty under any Charged Agreement in respect of the Series *pari passu* amongst themselves, unless, in the case of "Modified Counterparty Priority" and with respect to any Counterparty, an event of default or analogous event (howsoever defined under the relevant Charged Agreement and after expiry of any applicable grace period) of the Counterparty has occurred and is continuing for the purposes of any Charged Agreement entered into with such Counterparty in relation to the Series;

(e) fifthly, rateably in payment of or provision for any amount due or which may become due to the holders of the Series (if such Series is comprised of more than one Class, in order of priority as specified in the related Issue Deed);

(f) sixthly, in payment of or provision for any amount due or which may become due to any Counterparty under any Charged Agreement in respect of the Series (to the extent not paid or provided for as set out above); and

(g) seventhly, in payment of the balance (if any) to the Issuer.

6 UNDERTAKINGS OF THE ISSUER

The following is a summary only of the main undertakings given by the Issuer. The full undertakings are set out in clause 6 (*Undertakings of the Issuer*) of the Trust Terms.

6.1 Undertakings to Note Trustee

The Issuer undertakes to the Note Trustee on behalf of each holder that, so long as the Series remains outstanding, it shall, amongst other things, unless the Note Trustee or the Issue Documents otherwise permit:

(a) send to the Note Trustee at the time of their issue three copies in English of every balance sheet, profit and loss account, report or other notice, statement or circular issued or which legally or contractually should be issued, to the members or creditors (or any class thereof) of such Issuer generally in their capacity as such;

(b) give at least 14 days' prior notice to the holders of the Series of any future appointment, resignation or removal of any Agent or of any change by any of them of its specified office and not make any such appointment or removal without prior written approval of the Note Trustee;

(c) at all times (i) maintain a Principal Paying Agent and, where appropriate, a Registrar, a Transfer Agent, a Custodian and a Calculation Agent in respect of the Series issued by it and (ii) comply with, and use its best efforts to procure that each of the Agents and the Custodian

complies with, its obligations under the Agency Agreement or, as applicable, the Custody Agreement;

(d) if the Series is listed on or admitted to trading on the relevant market of any stock exchange use all reasonable endeavours to maintain the listing on the relevant stock exchange and/or the admission of the Series to trading on the relevant market of such Series issued by it which is, or is intended to be, listed and/or admitted to trading when issued; and

(e) not take any action which would prejudice the interests of the holders of the Series.

6.2 Undertakings to Security Trustee

(a) **Positive Undertakings**

The Issuer undertakes to the Security Trustee on behalf of the Secured Creditors that, so long as any Secured Obligations remain outstanding, it shall, amongst other things, unless the Security Trustee otherwise permits:

(i) procure that any securities forming part of the Charged Assets of that Series shall at all times be held in safe custody by or on behalf of the Custodian pursuant to the Custody Agreement (in the case of a Luxembourg Issuer and if the Charged Assets are allocated to a Compartment, provided such Custodian meets the requirements of Luxembourg law);

(ii) procure that the Charged Assets and their proceeds are at all times distinguishable from the Charged Assets for each other Series issued or incurred by the Issuer (and their respective proceeds) and from the other assets of the Issuer (including, for clarification, amounts held by the Principal Paying Agent) and any other person;

(iii) give notice to the Agents and the Custodian of the Security created pursuant to the Issue Deed to the extent that it relates to the rights of the Issuer against the Agents and the Custodian; and

(iv) to the extent required by and in accordance with applicable law maintain and keep updated a register of mortgages and charges or the register of holders of Registered Notes in the Issuer's jurisdiction of incorporation.

(b) **Negative Undertakings**

The Issuer undertakes to the Security Trustee on behalf of the Secured Creditors that, so long as any Secured Obligations remain outstanding, it shall not, amongst other things, unless the Security Trustee otherwise permits:

(i) save as contemplated by the Issue Documents, sell or otherwise dispose of the Charged Assets or any interest therein or purport to do so or create or permit to exist upon or affect any of the Charged Assets any Encumbrance whatsoever;

(ii) engage in any business other than in relation to the issuance of Notes and other Obligations; and

(iii) incur any liability other than:

(A) liabilities in respect of Series issued or incurred by it;

(B) liabilities arising in connection with any Issue Document relating to any Series;

(C) liabilities arising in connection with its holding of any Charged Assets relating to any Series;

(D) liabilities to any governmental or taxation authority, to the extent necessary for the conduct of its business and the maintenance of its corporate existence and good standing; and

(E) Issuance Operating Expenses and General Operating Expenses,

in each case (save in respect of paragraph (D)) on a limited recourse basis.

6.3 Undertakings to each Trustee

The Issuer undertakes to the Note Trustee on behalf of the holders of the Series and the Security Trustee on behalf of the Secured Creditors that, so long as the Series or any Secured Obligations remain outstanding, it shall, amongst other things, unless the Note Trustee and the Security Trustee otherwise permit:

(a) keep proper books of account and allow each Trustee and any person appointed by either of them to whom the Issuer shall have no reasonable objection, access to the books of account of the Issuer at all reasonable times during normal business hours;

(b) notify each Trustee in writing immediately upon becoming aware of the occurrence of any Event of Default, Potential Event of Default, any event of default with respect to any Counterparty under any Charged Agreement which is continuing, Mandatory Redemption Event, Collateral Restructuring Event or tax event (as described in Condition 5.2 (*Tax event*)) with respect to the Series;

(c) at all times maintain its tax residence outside the United Kingdom and not establish a branch or agency within the United Kingdom through which it carries on a trade, or register as a company within England or Wales;

(d) (in the case of any Irish Issuer) ensure that its "centre of main interests" (as referred to in article 3(1) of Council Regulation (EC) No. 2015/848 on Insolvency Proceedings of 25 May 2015 (recast)) is and remains at all times in Ireland;

(e) at all times use its reasonable efforts to minimise taxes and any other costs arising in connection with its activities;

(f) so far as permitted by applicable law, give each Trustee such information, certificates or evidence as it shall reasonably require (and in such form as it shall reasonably require) (including, without limitation, the procurement by the Issuer of all such certificates called for by such Trustee pursuant to clause 8.3 (*Certificates*) of the Trust Terms) for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in such Trustee under any Trust Deed, Issue Document or by operation of law;

(g) (in the case of any Luxembourg Issuer) ensure that the place of the central administration (siege de l'administration centrale) for the purpose of the Luxembourg law of 10 August 1915, as amended, on commercial companies and its "centre of main interests" (as referred to in article 3(1) of Council Regulation (EC) No. 2015/848 of 20 May 2015 on Insolvency Proceedings (recast)) is and remains at all times in Luxembourg;

(h) ensure that at least one of the directors of the Issuer is Independent; and

(i) procure that no resolution of its board of directors shall be passed unless an Independent director votes in favour of such resolution.

7 ENFORCEMENT

7.1 The Note Trustee and/or the Security Trustee may at any time, at its discretion and without notice and subject always to clause 8.19 (*No Obligation to Act*) of the Trust Terms, take such actions, steps and/or proceedings in respect of a Series against the Issuer as it may think fit to enforce the provisions of the Trust Terms, the Obligations, the Issue Deed and (in the case of the Security Trustee only) any other Security Document of such Series, but (without prejudice to clause 8.19 (*No Obligation to Act*) of the Trust Terms) shall not be bound to do so or to take any other action, step or proceeding under these terms unless it has been:

(a) (in the case of the Note Trustee) if there is only one Class of Obligations then outstanding, so requested in writing by the holders of at least one-fifth in principal amount of the Obligations of such Series then outstanding or so directed by an Extraordinary Resolution of such holders (and where the Series comprises more than one Class, if so requested in writing by the holders of at least one fifth in principal amount of the most senior ranking Class or so directed by an Extraordinary Resolution of the holders of such most senior ranking class); and

(b) (in the case of the Security Trustee) so directed in writing by the Controlling Secured Creditor.

7.2 No holder of the Series or any Secured Creditor (other than the Note Trustee and the Security Trustee) shall be entitled to proceed directly against the Issuer or any other person to enforce the performance of any of the provisions of the Trust Terms, the Obligations, the Issue Deed (save, in the case of a Secured Creditor, for any rights that it may have directly against the Issuer under the Issue Deed) and any other Security Document and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or to take any direct action to enforce the Security:

(a) unless the Note Trustee or the Security Trustee, as applicable, having become bound to take proceedings fails to do so within 30 calendar days of becoming so bound and such failure is continuing; and

(b) provided that in no circumstances shall a holder of the Series or any Secured Creditor be entitled to take any of the steps described in clause 4.1 (*Limited Recourse and Non-Petition*) of the Definitions and Common Provisions.

8 INDEMNIFICATION

8.1 The Issuer agrees to pay to the relevant Trustee promptly upon the latter's written demand (and agrees to indemnify the relevant Trustee in respect thereof) an amount equal to:

(a) each liability properly incurred by any Trustee or by anyone appointed by a Trustee or to whom any of a Trustee's functions may be delegated by such Trustee in relation to the exercise of the Trustee's powers and the performance of its duties under, and in any other manner relating to, the Trust Terms, the Issue Deed and any other Issue Document, including but not limited to:

(i) the preparation and/or execution or purported execution of any trust, power, authority or discretion;

(ii) travelling expenses; and

(iii) any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee,

in connection with any action taken or contemplated by or on behalf of the relevant Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to the Trust Terms or the Issue Deed or any other Issue Document;

(b) any liability incurred by the Security Trustee in enforcing the Secured Obligations or preserving or protecting the claims of the Secured Creditors in respect thereof, as agreed by the indemnifying party; and

(c) the costs of disputing or defending any such liability (such costs not to be subject to the agreement of the indemnifying party),

save in each case to the extent arising out of the negligence, wilful default or fraud of the relevant Trustee.

8.2 The Issuer further undertakes to each Trustee that all monies payable by the Issuer to a Trustee under clause 7.2 (*Indemnity*) of the Trust Terms shall be made without set-off, counterclaim, deduction or withholding unless required by law, in which event the Issuer will pay, to the extent it has received and retained (net of any tax deductions that may be required) such funds therefor, such additional amounts as will result in the receipt by the relevant Trustee of the amounts which would otherwise have been payable by the Issuer to such Trustee under clause 7.2 (*Indemnity*) of the Trust Terms in the absence of any such set-off, counterclaim, deduction or withholding.

8.3 Each Trustee shall be entitled, acting reasonably, to determine in respect of which Series any liabilities under the Trust Deed have been incurred or to allocate any such liabilities between such Series.

8.4 The provisions of clause 7.2 (*Indemnity*) of the Trust Terms shall continue in effect notwithstanding the termination of the appointment of any Trustee under the Trust Terms and notwithstanding any discharge of the Trust Deed.

9 WAIVER

9.1 Subject to paragraphs 9.2 and 9.3 below:

(a) the Note Trustee may, without any consent or sanction of the holders of the Series and without prejudice to its rights in respect of any subsequent breach, condition, event or act at any time, but only if and in so far as in its sole opinion the interests of the holders of the Series will not be materially prejudiced thereby;

(b) waive or authorise, on such terms and conditions as shall seem expedient to it, any breach or proposed breach by the Issuer of any of the terms of the Series or any Issue Document or (in the case of the Note Trustee) determine that any Event of Default or Potential Event of Default shall not be treated as such; and

(c) the Security Trustee shall, if it has been so directed by the Controlling Secured Creditor.

9.2 The Note Trustee shall not exercise any powers conferred on it by paragraph 9.1 above in contravention of any express request given by the holders acting by Extraordinary Resolution. No such request shall affect any waiver, authorisation or determination previously given or made.

9.3 Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions as may seem fit and proper to the relevant Trustee, shall be binding on the holders of the Series and the other Secured Creditors and, if (but only if) the relevant Trustee so requires, shall be notified by the Issuer to the holders of the Series and the other Secured Creditors as soon as practicable thereafter.

10 MODIFICATION

10.1 Each Trustee (in the case of paragraph (a) below) and the Note Trustee only (in the case of paragraph (b) below), may, subject to Rating Agency Confirmation where the Series is rated by any Rating Agency, but without the consent or sanction of the holders of the Series or any other Secured Creditor, at any time and from time to time concur with the Issuer and the parties to the relevant Issue Documents in making any modification:

(a) to the terms of the Series (other than sub-paragraph (c) of the definition of "Relevant Fraction" or any modification falling within the definition of "Reserved Matter" in paragraph 1 of Schedule 2 (*Meetings and Written Resolutions*) of the Trust Terms) or any Issue Document which:

(i) in the case of the Note Trustee it is of the opinion that such modification will not be materially prejudicial to the interests of the holders of such Series; and

(ii) in the case of the Security Trustee, the Controlling Secured Creditor has directed it to do so; or

(b) to the terms of the Series or any Issue Document if in the opinion of the Note Trustee such modification is of a formal, minor or technical nature or to correct a manifest error.

10.2 Any such modification may be made on such terms and subject to such conditions as may seem fit and proper to the relevant Trustee, shall be binding upon the holders of the Series and any other Secured Creditor and, unless the relevant Trustee agrees otherwise, shall be notified by the Issuer to the holders of the Series and the other Secured Creditors as soon as practicable thereafter.

11 RETIREMENT, APPOINTMENT AND REMOVAL

11.1 Retirement

Any Trustee may retire in respect of the Series and the Security Trustee may retire in respect of the Secured Obligations at any time without giving any reason and without being responsible for any costs in connection therewith upon giving not less than 60 days' notice in writing to the Issuer, each Agent and each Secured Creditor.

11.2 Appointment and removal

(a) Prior to a Permanent Arranger Insolvency, the issuer may, at the direction of the relevant Arranger:

(i) remove any Note Trustee or Security Trustee appointed in respect of any Series; and/or

(ii) appoint a replacement note trustee or, as applicable, security trustee,

subject to the prior consent of the holders of the Series, acting by Extraordinary Resolution and the Controlling Secured Creditor.

(b) Following a Permanent Arranger Insolvency:

(i) the holders of the Series, acting by Extraordinary Resolution, may:

(A) remove any Note Trustee appointed in respect of such Series; and/or

(B) appoint a replacement note trustee,

provided that where such replacement note trustee is an Affiliate of any of the appointing holders, such appointment will be subject to the consent of the holders of 100 per cent. of the principal amount outstanding of the Series; and

(ii) the Controlling Secured Creditor may:

(A) remove any Security Trustee appointed in respect of such Series; and/or

(B) appoint a replacement security trustee,

provided that where such replacement security trustee is an Affiliate of the appointing Controlling Secured Creditor, such appointment will be subject to the consent of all of the Secured Creditors.

11.3 Condition to retirement and removal

Notwithstanding the above, no retirement or removal of any sole Note Trustee or sole Security Trustee in respect of any Series shall take effect unless a replacement trustee is appointed on substantially the same terms as the Trust Terms. If, following the expiry of 30 days from the giving of notice by the Note Trustee or Security Trustee, as applicable, of its intention to retire as such in respect of any Series, no replacement note trustee or, as applicable, security trustee, has been appointed, then the relevant Trustee may appoint a replacement.

11.4 Trust corporation

Any replacement note trustee or replacement security trustee shall be a trust corporation.

12 MEETINGS OF HOLDERS OF NOTES

12.1 For the avoidance of doubt, the provisions set out in articles 84 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, shall not apply to the Notes issued by Novus Capital Luxembourg S.A.

12.2 The Note Trustee shall be obliged to convene a meeting of the holders of a Series (subject to its being indemnified and/or secured and/or pre-funded to its satisfaction) at any time upon the request in writing of holders holding not less than one fifth of the aggregate principal amount outstanding of the Notes or *Schuldscheine*.

12.3 A meeting shall have power (exercisable by Extraordinary Resolution), *inter alia*:

(a) to approve any change to the Conditions of the Notes or *Schuldscheine*;

(b) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes or *Schuldscheine*;

(c) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Issue Documents or the Notes or *Schuldscheine*, or any act or omission which might otherwise constitute an Event of Default; and

(d) to appoint or remove any Note Trustee.

13 GOVERNING LAW

The Trust Deed and the trusts constituted thereby and any non-contractual obligations arising therefrom will be governed by English law.

SECTION 9: CUSTODY ARRANGEMENTS

1 APPOINTMENT OF CUSTODIAN

If so specified in the relevant Additional Conditions, some or all of the Collateral Assets will be held by or through a Custodian on behalf of the Issuer pursuant to the custody terms specified in the Issue Deed (the "**Custody Terms**" and, together with relevant Sections of the Issue Deed, the "**Custody Agreement**").

For the avoidance of doubt there are two sets of Custody Terms both dated 11 July 2019; one with HSBC Bank plc as Custodian and one with HSBC France, Luxembourg Branch as Custodian. A joint summary of these Custody Terms is set out below. The summary set out below is subject, in relation to any particular Series of Notes, to the Issue Deed entered into in respect of such Series.

2 CUSTODY ACCOUNTS

The Custodian will establish, in relation to each Series, one or more securities account (each, a "**Custody Securities Account**") and a separate cash account for each currency in which any proceeds of redemption or any distribution in respect of the Collateral Assets relating to such Series is or may be denominated as notified to it from time to time by the Instructing Party (each, a "**Custody Cash Account**"). Securities held by the Custodian will be segregated from the assets of the Custodian but may be commingled with the assets of other clients. Cash held by the Custodian will be held as banker and not trustee under the FCA Client Money Rules.

3 INDEMNITY

The Issuer will agree, in respect of each Series, to indemnify the Custodian, in accordance with the applicable Priority of Payments, defend and hold harmless the Custodian against all liabilities howsoever arising from or in connection with its appointment in respect of such Series or the performance of its duties under the Custody Agreement in respect of such Series. The Custodian will not be indemnified for its fraud, negligence or wilful default or the fraud, negligence or wilful default of its directors, officers of employees.

4 APPOINTMENT OF SUB-CUSTODIAN

The Custodian may use the services of any financial institution with an office in any jurisdiction (including any financial institution which is an Affiliate of the Custodian) to act as sub-custodian (each, a "**Sub-Custodian**") of Collateral Assets relating to any Series located in that jurisdiction. The Custodian will undertake to use reasonable care in the selection and the continued use of each Sub-Custodian and will represent and warrant that it has used and will use reasonable care in the agreement of the terms of appointment of each Sub-Custodian, except where such Sub-Custodian has not been selected by the Custodian. The Custodian has in place policies and procedures, including carrying out due diligence in relation to Sub-Custodians, as part of its safekeeping of the Collateral Assets. The Custodian shall, unless otherwise agreed with the Issuer or unless the Issuer has a direct contractual or other claim against the relevant Affiliate(s) and/or nominee companies, be liable for the performance of its Affiliates and nominee companies that it controls. The Security Trustee and the Issuer acknowledge that the rights of the Custodian against a Sub-Custodian to which it delegates safekeeping of assets may consist only of a contractual claim.

5 RESIGNATION AND REMOVAL

(a) The Custodian may resign from its appointment under the Custody Terms generally or in respect of any Series by giving not less than 30 days' written notice to the Issuer (with a copy promptly thereafter to the Security Trustee and (prior to a Permanent Arranger Insolvency) the Permanent

Arranger or, where the resignation is with respect to one or more series only, the relevant Arranger), provided that such resignation shall not take effect:

(iii) until a successor has been duly appointed by the Issuer in accordance with the Custody Terms; and

(iv) on any day on which Collateral Assets are to be transferred to or from the Custodian under any Issue Document relating to any Series (in the case of a general resignation) or relating to the relevant Series (in respect of a resignation relating to a specific Series).

(b) The Issuer may, with the prior written approval of the Security Trustee, terminate the appointment of the Custodian under the Custody Terms generally or in respect of any Series by giving not less than 30 days' written notice to the Custodian (with a copy promptly thereafter to the Security Trustee and the Permanent Arranger or, where the removal is with respect to one or more series only, the relevant Arranger), provided that, if the Issuer or the Security Trustee determines that a replacement Custodian is required in respect of such Series, such termination shall not take effect until a successor has been duly appointed in accordance with the Custody Terms.

(c) If, in respect of any Series which is rated, any rating of the Custodian or any Sub-Custodian is at any time less than the Rating Requirement, the Custodian shall notify the Security Trustee and the Issuer forthwith and the appointment of the Custodian or Sub-Custodian, as applicable, in respect of the relevant Series shall be terminated with effect from the date falling 45 days thereafter (subject to, in the case of the Custodian, the appointment of a successor in accordance with the Custody Terms.

6 GOVERNING LAW

The Custody Agreement constituted by the Issue Deed on the basis of the Custody Terms and any non-contractual obligations arising therefrom will be governed by English law.

SECTION 10: AGENCY ARRANGEMENTS

1 APPOINTMENT OF AGENTS

In relation to any Series of Notes, the Agents will be appointed in respect of such Series by signing the relevant Issue Deed on the basis of the agency terms specified in the Issue Deed (the "**Agency Terms**", and the relevant Sections of the Issue Deed and the Agency Terms together the "**Agency Agreement**").

A summary of the Agency Terms dated 11 July 2019 is set out below. The summary set out below is subject, in relation to any particular Series of Notes, to the Issue Deed entered into in respect of such Series.

2 RESIGNATION AND REMOVAL

2.1 Resignation and Termination by Notice

Any Agent may resign from its appointment, and the Issuer may, with the prior written consent of the Note Trustee, terminate any Agent's appointment as the agent of the Issuer under the Agency Terms generally or in respect of any Series by giving not less than 30 days' written notice to (in the case of resignation) the Issuer and (in the case of termination) the relevant Agent (with a copy promptly thereafter to the Note Trustee, the Permanent Arranger and, if necessary, to the Principal Paying Agent), provided that, in respect of any Series:

(a) any such notice which would otherwise expire within thirty days before or after the redemption date or any interest or other payment date in relation to any such Series shall be deemed to expire on the thirtieth day following such redemption date or interest or other payment date; and

(b) if the Issuer or the Note Trustee determines that a replacement Agent is required in respect of such Series, such resignation shall not be effective until a successor thereto has been appointed in accordance with clause 3.3 (*Alternative and Additional Agents*) or 19.4 (*Successor Agents*) (as applicable) of the Agency Terms in relation to such Series.

2.2 Automatic Termination

The appointment of any Agent as the agent of the Issuer shall terminate forthwith if any of the following events or circumstances shall occur or arise:

(a) such Agent becomes incapable of acting;

(b) such Agent is adjudged bankrupt or insolvent;

(c) such Agent files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof;

(d) a resolution is passed or an order is made for the winding-up or dissolution of such Agent;

(e) a receiver, administrator or other similar official of such Agent or of all or any substantial part of its property is appointed;

(f) an order of any court is entered approving any petition filed by or against such Agent under the terms of any applicable bankruptcy or insolvency law; or

(g) any public officer takes charge or control of such Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

If the appointment of any Agent is terminated, the Issuer shall (or, in the event of an Arranger Insolvency, the holder of the Series may) forthwith appoint a successor in accordance with clause 3.3 (*Alternative and Additional Agents*) of the Agency Terms.

3 INDEMNITIES

In relation to each Series in respect of which it has been appointed, each Agent shall severally indemnify the Issuer against any liability which the Issuer may incur as a result of, or arising out of or in relation to, the fraud, negligence or wilful default of such Agent or any of its directors, officers and employees, provided that no Agent shall be required to indemnify the Issuer for any liability incurred by reason of the negligence, fraud or wilful default of the Issuer. The Issuer shall remain entitled to the benefit and subject to the terms of clause 21.1 (*Indemnification by Agents*) of the Agency Terms notwithstanding the resignation or termination of the appointment of the relevant Agent in accordance with clause 19 (*Termination of Appointment*) of the Agency Terms, but only to the extent that such claim relates to a liability covered by clause 21.1 (*Indemnification by Agents*) of the Agency Terms that arose prior to such effective resignation or termination.

4 GOVERNING LAW

The Agency Agreement constituted by the Issue Deed on the basis of the Agency Terms and any non-contractual obligations arising therefrom will be governed by English law.

SECTION 11: TAXATION

1 GENERAL

The following summary of the anticipated tax treatment in Ireland and Luxembourg in relation to the payments on the Notes that may be issued by an Issuer is based on the taxation law and practice in force at the date of this document. It does not purport to be, and is not, a complete description of all of the tax considerations that may be relevant to a decision to subscribe for, buy, hold, sell, redeem or dispose of such Notes. The summary relates only to the position of persons who are the absolute beneficial owners of such Notes and the interest on them. Particular rules may apply to certain classes of taxpayers holding Notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes as the case maybe and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile. Prospective investors should be aware that the anticipated tax treatment in Ireland summarised below may change.

2 IRISH TAXATION

For the purposes of this paragraph 2, the term “Issuer” refers only to an Issuer that is an Irish tax resident company and is a "qualifying company" for the purposes of section 110 of the Taxes Consolidation Act 1997, of Ireland, as amended.

2.1 Definitions

For the purposes of this paragraph 2, the following terms shall have the following meanings:

“**CRS**” means the Common Reporting Standard;

“**DAC2**” means Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU);

“**Qualifying Asset**” means a qualifying asset within the meaning of Section 110 of the Taxes Act;

“**Qualifying Company**” means a qualifying company within the meaning of Section 110 of the Taxes Act;

“**Quoted Eurobond**” means a quoted Eurobond within the meaning of Section 64 of the Taxes Act;

“**Relevant Territory**” means:

(a) a Member State of the European Communities other than Ireland;

(b) not being such a Member State, a territory with which Ireland has a signed a double taxation agreement that is in effect; or

(c) a territory with the government of which arrangements have been made which on completion of the procedures set out in Section 826(1) of the Taxes Act will have the force of law;

“**Return Agreement**” means a Specified Agreement whereby payments due under the Specified Agreement are dependent on the results of the Issuer’s business or any part of the Issuer’s business;

“**Revenue Commissioners**” means the Revenue Commissioners of Ireland;

“**Section 246**” means Section 246 of the Taxes Act;

“**Specified Agreement**” includes any agreement, arrangement or understanding that (a) provides for the exchange, on a fixed or contingent basis, of one or more payments based on the value, rate

or amount of one or more interest or other rates, currencies, commodities, securities, instruments of indebtedness, indices, quantitative measures, or other financial or economic interests or property of any kind, or any interest therein or based on the value thereof, and (b) transfers to a person who is a party to the agreement, arrangement or understanding or to a person connected with that person, in whole or in part, the financial risk associated with a future change in any such value, rate or amount without also conveying a current or future direct or indirect ownership interest in an asset (including any enterprise or investment pool) or liability that incorporates the financial risk so transferred;

"**Specified Person**" means (i) a company which directly or indirectly controls the Issuer or (ii) a person or connected persons from whom assets were acquired or to whom the Issuer has made loans or advances or with whom the Issuer has entered into Specified Agreements, where the aggregate value of such assets, loans, advances or agreements represents not less than 75 per cent. of the aggregate value of the Qualifying Assets of the Issuer;

"**Taxes Act**" means the Taxes Consolidation Act 1997 of Ireland, as amended; and

"**Wholesale Debt Instrument**" means a wholesale debt instrument within the meaning of Section 246A of the Taxes Act.

2.2 Taxation of the Issuer

Corporation Tax

In general, Irish companies must pay corporation tax on their income at the rate of 12.5 per cent. in relation to trading income and at the rate of 25 per cent. in relation to income that is not income from a trade. However, Section 110 of the Taxes Act, provides for special treatment in relation to Qualifying Companies and it is expected that the Issuer will be such a Qualifying Company. A Qualifying Company is a company:

(a) which is resident in Ireland;

(b) which either:

(iii) acquires Qualifying Assets from a person;

(iv) holds, manages or both holds and manages Qualifying Assets as a result of an arrangement with another person or;

(v) has entered into a legally enforceable arrangement with another person which itself constitutes a Qualifying Asset;

(c) which carries on in Ireland a business of holding, managing, or both the holding and management of, Qualifying Assets, including, in the case of plant and machinery acquired by the Qualifying Company, a business of leasing that plant and machinery;

(d) which, apart from activities ancillary to that business, carries on no other activities;

(e) which has notified an authorised officer of the Revenue Commissioners in the prescribed form within the prescribed time limit that it is, or intends to be, such a Qualifying Company; and

(f) the market value of all Qualifying Assets held, managed, or both held and managed by the company or the market value of Qualifying Assets in respect of which the company has entered into legally enforceable arrangements is not less than EUR 10,000,000 on the day on which the Qualifying Assets are first acquired, first held, or a legally enforceable arrangement in respect of the Qualifying Assets is entered into (which is itself a Qualifying Asset),

but a company shall not be a Qualifying Company if any transaction is carried out by it otherwise than by way of a bargain made at arm's length apart from where that transaction is the payment of consideration for the use of principal in certain circumstances.

For this purpose, Qualifying Assets include assets which consist of, or of an interest (including a partnership interest) in, financial assets, commodities or plant and machinery.

If a company is a Qualifying Company, then profits arising from its activities shall be chargeable to corporation tax under Case III of Schedule D (which is applicable to non-trading income) at a rate of 25 per cent. However, for that purpose those profits shall be computed in accordance with the provisions applicable to Case I of that Schedule (which is applicable to trading income).

Deductibility of interest and other expenses

Interest payable on the Notes will not be deductible where:

(a) the interest represents more than a reasonable commercial return on the principal outstanding or is dependent on the results of the Issuer's business; and

(b)

(i) at the time the interest is paid on the Notes, the Issuer is in possession, or aware, of information that can reasonably be taken to indicate that the payment is part of a scheme or arrangement the main benefit or one of the main benefits of which is the obtaining of a tax relief or the reduction of a tax liability the benefit of which would be expected to accrue to a person who, in relation to the Issuer is a Specified Person; or

(ii) the interest is paid to a person that:

(A) is not resident in Ireland; and

(B) is not a pension fund, government body or other person resident in a Relevant Territory who, under the laws of that Relevant Territory, is exempted from tax which generally applies to profits, income or gains in that territory (except where the person is a Specified Person); and

(C) that income is not subject, without any reduction computed by reference to the amount of such interest, to a tax under the laws of a Relevant Territory, which generally applies to profits, income or gains received in the Relevant Territory by persons from outside the Relevant Territory.

The provisions of paragraph (b)(ii) above will not apply in respect of an interest payment in respect of a Quoted Eurobond or a Wholesale Debt Instrument, except where the interest is paid to a Specified Person and at the time the Quoted Eurobond or Wholesale Debt Instrument was issued, the Issuer was in possession, or aware, of information, including information about any arrangement or understanding in relation to ownership of the Quoted Eurobond or the Wholesale Debt Instrument after that time, which could reasonably be taken to indicate that interest which would be payable in respect of that Quoted Eurobond or Wholesale Debt Instrument would not be subject, without any reduction computed by reference to the amount of such interest, to a tax in a Relevant Territory which generally applies to profits, income or gains received in that territory, by persons, from sources outside that territory.

Where a payment is made out of the assets of the Issuer under a Return Agreement and that payment is dependent on the results of the Issuer's business or any part of its business and that payment would not be deducted in computing the profits or gains of the Issuer if the payment was to be treated for the purposes of the Taxes Acts (other than Section 246 thereof) as a payment of

interest in respect of securities of the Issuer other than a Quoted Eurobond or a Wholesale Debt Instrument that was dependent on the results of the Issuer's business, that payment will be treated as a payment of interest for the purposes of the provisions set out in paragraphs (a) and (b) above.

Separately, the Finance Act 2016 of Ireland, subject to a number of exceptions, restricts deductibility of interest paid by a Qualifying Company that is profit dependent or exceeds a reasonable commercial return on or after 6 September 2016 to the extent that interest is paid in connection with the holding or managing of certain assets by the Qualifying Company. As the Issuer will not be engaged in a "specified property business" (within the meaning of section 110 of the Taxes Act), the new rules should not apply to the Issuer.

Other expenses incurred by the Issuer under the Issuer transaction documents should be deductible in determining the taxable profits of the Issuer, as and when they are included as an expense in the audited financial statements of the Issuer.

Stamp duty

If the Issuer is a Qualifying Company (and it is expected that the Issuer will be a Qualifying Company) no Irish stamp duty will be payable on either the issue or transfer of the Notes, provided that the money raised by the issue of the Notes, is used in the course of the Issuer's business.

2.3 Taxation of the holder

Withholding Taxes

In general, withholding tax at the rate of 20 per cent. must be deducted from payments of yearly interest that are within the charge to Irish tax, which would include those made by a company resident in Ireland for the purpose of Irish tax. However, Section 64 of the Taxes Act provides for the payment of interest in respect of Quoted Eurobonds without deduction of tax in certain circumstances. A Quoted Eurobond is a security which:

(a) is issued by a company;

(b) is quoted on a recognised stock exchange (Euronext Dublin is a recognised stock exchange for this purpose); and

(c) carries a right to interest.

There is no obligation to withhold tax on Quoted Eurobonds where:

(a) the person by or through whom the payment is made is not in Ireland; or

(b) the payment is made by or through a person in Ireland and;

(c)

(i) the Quoted Eurobond is held in a recognised clearing system (Euroclear and Clearstream, Luxembourg are recognised clearing systems); or

(ii) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made an appropriate declaration to this effect.

As those Notes to be issued by the Issuer which are quoted on Euronext Dublin will qualify as Quoted Eurobonds and as they will be held in Euroclear and Clearstream, Luxembourg, the payment of interest in respect of such Notes should be capable of being made without withholding tax, regardless of where the holder is resident. Separately, as such Notes to be issued by the Issuer will qualify as Quoted Eurobonds and as it is expected that no Paying Agent will make payments in

Ireland, the payment of interest in respect of such Notes should be capable of being made without withholding tax, regardless of where the holder is resident.

Separately, Section 246 provides certain exemptions from the general obligation to withhold tax. Section 246 provides an exemption in respect of interest payments made by a Qualifying Company to a person resident in a Relevant Territory except where that person is a company and the interest is paid to the company in connection with a trade or business carried on in Ireland by that company through a branch or agency. Also Section 246 provides an exemption in respect of interest payments made by a company in the ordinary course of business carried on by it to a company (i) which, by virtue of the law of a Relevant Territory, is resident in the Relevant Territory for the purposes of tax, and that Relevant Territory imposes a tax that generally applies to interest receivable in that territory by companies from sources outside that territory, or (ii) where the interest is either (A) exempted from the charge to income tax under arrangements made with the government of a territory outside Ireland having the force of law under procedures set out in Section 826(1) of the Taxes Act, or (B) would be exempted from the charge to income tax if arrangements made, on or before the date of payment of the interest with the government of a territory outside Ireland that do not have force of law under procedures set out in Section 826(1) of the Taxes Act, had the force of law when the interest was paid, except in each case at (i) or (ii) where the interest is paid to the company in connection with a trade or business carried on in Ireland by that company through a branch or agency.

Ireland has entered into a double taxation treaty with each of Albania, Armenia, Australia, Austria, Bahrain, Belarus, Belgium, Bosnia & Herzegovina, Botswana, Bulgaria, Canada, China, Chile, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Ethiopia, Finland, France, Georgia, Germany, Ghana (signed but not yet in effect), Greece, Hong Kong, Hungary, Iceland, India, Israel, Italy, Japan, Kazakhstan, Korea (Rep. of), Kuwait, Latvia, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Mexico, Moldova, Montenegro, Morocco, the Netherlands, New Zealand, Norway, Pakistan, Panama, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States of America, Uzbekistan, Vietnam and Zambia.

In the event that none of the above exemptions apply, the requirement to operate Irish withholding tax on interest may be obviated or reduced if clearance in the prescribed format has been received under the terms of a double taxation agreement in effect at that time.

Encashment Tax

Interest on any Note which qualifies for exemption from withholding tax on interest as a Quoted Eurobond realised or collected by an agent in Ireland on behalf of any holder will generally be subject to a withholding at the standard rate of Irish income tax (currently 20 per cent.). This is unless the beneficial owner of the Note that is entitled to the interest is not resident in Ireland and makes a declaration in the required form. This is provided that such interest is not for the purposes of Irish tax deemed, under the provisions of Irish tax legislation, to be the income of another person that is resident in Ireland.

Income Tax

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish tax on a self-assessment basis and there is no requirement for the Revenue Commissioners to issue or raise an assessment.

Interest paid and discounts realised on the Notes have an Irish source and therefore interest earned and discounts realised on such Notes will be regarded as Irish source income. Accordingly, pursuant

to general Irish tax rules, a non-Irish resident person in receipt of such income would be technically liable to Irish income tax (and the universal social charge if received by an individual) subject to the provisions of any applicable double tax treaty. Ireland has currently 73 double tax treaties in effect (see above) and the majority of them exempt interest (which sometimes includes discounts) from Irish tax when received by a resident of the other jurisdiction. Credit is available for any Irish tax withheld from income on account of the related income tax liability. Non-Irish resident companies, where the income is not attributable to a branch or agency of the company in Ireland, are subject to income tax at the standard rate. Therefore any withholding tax suffered should be equal to and in satisfaction of the full income tax liability. (Non-Irish resident companies operating in Ireland through a branch or agency of the company in Ireland to which the income is attributable would be subject to Irish corporation tax).

There is an exemption from Irish income tax under Section 198 of the Taxes Act in certain circumstances.

These circumstances include:

(a) where the interest is paid by a company in the ordinary course of business carried on by it to a company (i) which, by virtue of the law of a Relevant Territory, is resident in the Relevant Territory for the purposes of tax, and that Relevant Territory imposes a tax that generally applies to interest receivable in that territory by companies from sources outside that territory, or (ii) where the interest is either (A) exempted from the charge to income tax under arrangements made with the government of a territory outside Ireland having the force of law under procedures set out in Section 826(1) of the Taxes Act, or (B) would be exempted from the charge to income tax if arrangements made, on or before the date of payment of the interest with the government of a territory outside Ireland that do not have force of law under procedures set out in Section 826(1) of the Taxes Act, had the force of law when the interest was paid;

(b) where the interest is paid by a Qualifying Company out of the assets of that Qualifying Company to a person who is resident in a Relevant Territory (residence to be determined under the laws of that Relevant Territory);

(c) where the interest is payable on a Quoted Eurobond or on a Wholesale Debt Instrument and is paid by a company to:

  (i) a person who is resident in a Relevant Territory (residence to be determined under the laws of that Relevant Territory) and who is not resident in Ireland;

  (ii) a company under the control, whether directly or indirectly, of a person or persons, who, by virtue of the law of a Relevant Territory, is or are resident for the purposes of tax in the Relevant Territory and who is, or who are, as the case may be, not under the control, whether directly or indirectly, of a person who is, or persons who are, not so resident; or

  (iii) a company the principal class of shares of which is substantially and regularly traded on a stock exchange in Ireland, on a recognised stock exchange in a Relevant Territory or on such other stock exchange as is approved by the Minister for Finance of Ireland; or

(d) where discounts arise to a person in respect securities issued by a company in the ordinary course of a trade or business, where that person is resident in a Relevant Territory (residence to be determined under the laws of that Relevant Territory).

Interest on the Notes and discounts realised which do not fall within the above exemptions are within the charge to Irish income tax to the extent that a double taxation treaty that is in effect does not exempt the interest or discount as the case may be. However, it is understood that the Revenue Commissioners have, in the past, operated a practice (as a consequence of the absence of a collection mechanism rather than adopted policy) whereby no action will be taken to pursue any liability to such Irish tax in respect of persons who are regarded as not being resident in Ireland except where such persons:

(a) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or

(b) seek to claim relief and/or repayment of tax deducted at source in respect of taxed income from Irish sources; or

(c) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.

There can be no assurance that the Revenue Commissioners will apply this practice in the case of the Notes and, as mentioned above, there is a statutory obligation to account for Irish tax on a self-assessment basis and there is no requirement for the Revenue Commissioners to issue or raise an assessment.

Capital Gains Tax

A holder of a Note will not be subject to Irish taxes on capital gains provided that such holder is neither resident nor ordinarily resident in Ireland and such holder does not carry on business in Ireland through a branch or agency or a permanent establishment to which or to whom the Notes are attributable.

Capital Acquisitions Tax

If the Notes are comprised in a gift or inheritance taken from an Irish resident or ordinarily resident disponer or if the disponer's successor is resident or ordinarily resident in Ireland, or if any of the Notes are regarded as property situate in Ireland, the disponer's successor (primarily), or the disponer, may be liable to Irish capital acquisitions tax. The Notes may be regarded as property situate in Ireland. For the purposes of capital acquisitions tax, under current legislation a non-Irish domiciled person will not be treated as resident or ordinarily resident in Ireland for the purposes of the applicable legislation except where that person has been resident in Ireland for the purposes of Irish tax for the 5 consecutive years of assessment immediately preceding the year of assessment in which the date of the gift or inheritance falls.

Value Added Tax

It is expected that the Issuer will be engaged in the provision of financial services. The provision of financial services is an exempt activity for Irish Value Added Tax purposes. Accordingly, the Issuer will not be entitled to recover Irish Value Added Tax suffered except to the extent that it provides those financial services to persons located outside of the European Union.

Automatic Exchange of Information for Tax Purposes

DAC2 provides for the implementation among EU member states (and certain third countries that have entered into information exchange agreements) of the automatic exchange of information in respect of various categories of income and capital and broadly encompasses the CRS regime proposed by the OECD as a new global standard for the automatic exchange of information between tax authorities in participating jurisdictions.

Under the CRS, governments of participating jurisdictions have committed to collect detailed information to be shared with other jurisdictions annually.

CRS is implemented in Ireland pursuant to the Returns of Certain Information by Reporting Financial Institutions Regulations 2015, S.I. 583 of 2015, made under Section 891F of the Taxes Act.

DAC2 is implemented in Ireland pursuant to the Mandatory Automatic Exchange of Information in the Field of Taxation Regulations of 2015, S.I. No. 609 of 2015 made under Section 891G of the Taxes Act.

Pursuant to these Regulations, the Issuer will be required to obtain and report to the Revenue Commissioners annually certain financial account and other information for all new and existing accountholders (other than Irish and U.S. accountholders) in respect of the Notes. The returns must be submitted by 30 June annually. The information will include amongst other things, details of the name, address, taxpayer identification number (TIN), place of residence and, in the case of accountholders who are individuals, the date and place of birth, together with details relating to payments made to accountholders and their holdings. This information may be shared with tax authorities in other EU member states (and in certain third countries subject to the terms of information exchange agreements entered into with those countries) and jurisdictions which implement the CRS.

2.4 Irish Withholding and Encashment Tax in respect of the Issue of Notes by a Non-Irish Issuer

For the purposes of this paragraph 2.4, the term "Non-Irish Issuer" refers to an Issuer that is not resident in Ireland for the purposes of Irish tax.

Irish Withholding Tax

Irish withholding tax applies to certain payments including payments of:

(a) Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);

(b) Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and

(c) distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax,

in each case, at the standard rate of income tax (currently 20 per cent.).

On the basis that an issuer of Notes is a Non-Irish Issuer, that is not incorporated in Ireland and that is not operating in Ireland through an agency or branch with which the Notes are connected nor are the Notes held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Notes, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, such a Non-Irish Issuer or any paying agent acting outside Ireland on behalf of such a Non-Irish Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Notes.

Irish Encashment Tax

Payments on any Notes issued by a Non-Irish Issuer paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Notes will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent.), unless it is proved, on

a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Notes entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

3 LUXEMBOURG TAXATION IN RESPECT OF THE ISSUE OF NOTES BY A LUXEMBOURG ISSUER

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

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in this paragraph 3 to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu) generally. Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

3.1 Taxation of the Holders of the Series

Withholding Tax

(a) **Non-resident holders of Notes**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(b) **Resident holders of Notes**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**") as described below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payment of interest under the Notes coming within the scope of the Relibi law will be subject to a withholding tax at a note of 20 per cent.

Income Taxation

(a) **Non-resident holders of Notes**

A non-resident holder of Notes, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident holder of Notes on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of Notes or an individual holder of Notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes.

(b) **Resident holders of Notes**

Holders of Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident corporate holder of Notes

A corporate holder of Notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder of Notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

Luxembourg resident individual holder of Notes

An individual holder of Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Notes has opted for the application of a 20 per cent. tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State). A gain realised by an individual holder of Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

An individual holder of Notes acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

Net Wealth Taxation

A corporate holder of Notes, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which/whom such Notes are attributable, is subject to Luxembourg net wealth tax on such Notes, except if the holder of Notes is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds. If the holder of the Notes is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended, or is a reserved alternative investment fund investing only in risk capital governed by the law of 23 July 2016, it will only be subject to the minimum net wealth tax, which amount depends on the composition of the balance sheet and its size.

An individual holder of Notes, whether he/she is a resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on such Notes.

Other Taxes

In principle, neither the issuance nor the transfer, repurchase or redemption of Notes will give rise to any Luxembourg registration tax or similar taxes.

However, a registration duty may be due upon the voluntary registration of the Notes in Luxembourg.

Where a holder of Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate, for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

SECTION 12: SUBSCRIPTION AND SALE

1 INTRODUCTION

In relation to Notes issued by the Issuer, subject to the terms and conditions contained in the programme agreement dated 26 June 2009 first made between Novus Capital p.l.c. and Nomura International plc (together with any further financial institution appointed as dealer under the Programme Agreement, the "**Dealers**"), as amended from time to time and amended and restated most recently on 11 July 2019 (the "**Programme Agreement**"), the Notes may be sold by the Issuer to the Dealers, who will act as principals in relation to such sales. The Programme Agreement also provides for Notes to be issued in Series which are jointly and severally underwritten by two or more Dealers. In the event that an issue of Notes is sold only in part to Dealers, information to this effect shall be included in the relevant Series Prospectus for such issue.

The Issuer will pay a Dealer a commission as agreed between them and the relevant Dealer in respect of each issue of Notes.

The Issuer has agreed to indemnify the relevant Dealer against certain liabilities in connection with the offer and sale of each issue of Notes. The Programme Agreement may be terminated in relation to all the Dealers or any of them by the Issuer or, in relation to itself and itself only, by any Dealer, at any time on giving not less than 10 business days' notice.

The name or names of the Dealer or Dealers (if any) of the Notes, the issue price of the Notes and, if listed, any commissions payable in respect thereof will be specified in the relevant Series Prospectus, as applicable.

2 UNITED STATES

The Notes have not been and will not be registered under the Securities Act and may not at any time be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S), (b) not a Non-United States person (as defined in CFTC Rule 4.7, but excluding for the purposes of subsection (D) thereof, the exception for qualified eligible persons who are not Non-United States persons) or (c) a U.S. person (as defined in the U.S. Credit Risk Retention Rules). Terms used above and not otherwise defined have the meanings given to them by Regulation S. Terms used in this paragraph and not otherwise defined herein have the meanings given to them by Regulation S.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that, it will not at any time offer, sell or, in the case of Bearer Notes, deliver the Notes (i) as part of their distribution or (ii) otherwise within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S), (b) not a Non-United States person (as defined in CFTC Rule 4.7, but excluding, for the purposes of subsection (D) thereof, the exception for qualified eligible persons who are not Non-United States persons) or (c) a U.S. person (as defined in the U.S. Credit Risk Retention Rules), and it will have sent to each Dealer to which it sells Notes at any time a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), persons who are not Non-United States persons (as defined in CFTC Rule 4.7) and U.S. persons (as defined in the U.S. Credit Risk Retention Rules). Terms used in this paragraph and not otherwise defined herein have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of such Notes within the United States by any Dealer (whether or not participating in the offering of such Notes) may violate the registration requirements of the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not at any time 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 (but excluding for the purposes of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D), transactions that would permit resale of the Notes after the expiration of the restricted period to a person who is within the United States or its possessions or to a United States person). Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and regulations thereunder.

3 PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS DIRECTIVE

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by any Series Prospectus in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) if the Series 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, provided that any such prospectus has subsequently been completed by a Series Prospectus contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such Series Prospectus 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) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; 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 paragraphs (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

4 SELLING RESTRICTION REGARDING SALES TO EEA RETAIL INVESTORS

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not intended to be offered, sold or otherwise made available and shall not offer, sell or make otherwise available any Notes which are the subject of the offering contemplated by this Base Prospectus (as replaced, supplemented, modified or disclosed in the Series Prospectus) to any retail investor in the European Economic Area (an "**EEA Retail Investor**") which would

require the publication of a key information document pursuant to Regulation (EU) No 1286/2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) (the "**PRIIPs Regulation**"). Consequently no key information document required by the PRIIPs Regulation for offering or selling the Notes or otherwise making them available to EEA Retail Investors has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA Retail Investor may be unlawful under the PRIIPs Regulation.

This selling restriction does not apply where, for any Series of Notes, the Additional Conditions specify that such Series of Notes is made available to EEA Retail Investors and a key information document is made available in compliance with the PRIIPs Regulation.

For these purposes, "EEA Retail Investor" means a person who is:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II; and/or

(b) a customer within the meaning of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and/or

(c) not a qualified investor as defined in the Prospectus Directive.

5 IRELAND

Each Dealer has represented, warranted and agreed (and each transferee of a Note will represent, warrant and agree), that it will not underwrite, offer, place or do anything with respect to the Notes:

(a) otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland, as amended, (the "**MiFID Regulations**") including, without limitation, Regulation 5 (Requirement for authorisation (and certain provisions concerning MTFs and OTFs)) thereof and in connection with the MiFID Regulations, any applicable codes of conduct or rules and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland, Regulation (EU) No 600/2014, as amended, and any delegated or implementing acts adopted thereunder and the provisions of the Investor Compensation Act 1998 of Ireland, as amended;

(b) otherwise than in conformity with the provisions of the Market Abuse Regulation (EU/596/2014), as amended, the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU), the European Union (Market Abuse) Regulations 2016 of Ireland, as amended, (S.I. No 349 of 2016) and any Irish market abuse law as defined in those Regulations and the Companies Act 2014 of Ireland, as amended, and any rules made or guidance issued by the Central Bank of Ireland in connection with the foregoing, including any rules made or guidelines issued by the Central Bank of Ireland under Section 1370 of the Companies Act 2014 of Ireland, as amended; and

(c) otherwise than in conformity with the provisions of (i) the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland, as amended, (ii) the Companies Act 2014 of Ireland, as amended, and any rules made or guidelines issued under Section 1363 thereof by the Central Bank of Ireland, (iii) the Central Bank Acts 1942 to 2018 of Ireland and any codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended, or any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland, as amended, and (iv) every other enactment that is to be read together with any of the foregoing Acts.

6 UNITED KINGDOM

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

7 GENERAL

These selling restrictions may be modified by the agreement of the Issuer and the Dealers, *inter alia*, following a change in the relevant law, regulation or directive. Any such modification will be set out in the relevant Series Prospectus issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

Other than the approval of this Base Prospectus by the Central Bank as the competent authority in Ireland for the purposes of the Prospectus Directive, no representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Base Prospectus or any other offering material or any Series Prospectus, in any country or jurisdiction where action for that purpose is required.

SECTION 13: GENERAL INFORMATION

1 LISTING

It is expected that each Tranche of Notes which is to be listed on the Official List and admitted to trading on the regulated market of Euronext Dublin will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. The Programme provides that Notes may be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on its regulated market or listed on such further or other stock exchange(s) or admitted to trading on such further or other markets as the Issuer may decide. The Issuer may also issue or incur unlisted Obligations and Obligations which are not admitted to trading on any market.

2 USE OF PROCEEDS AND EXPENSES

The net proceeds of each issue of Notes will be used by the Issuer in acquiring the Collateral Assets and/or making payments to the Counterparty(ies) under the Charged Agreement(s). The expenses for each issue of Notes will be identified in the Series Prospectus.

3 NO POST-ISSUANCE REPORTING

The Issuer does not intend to provide any post-issuance information in relation to the Notes or the Charged Assets.

4 CLEARING

It is expected by the Issuer that all Bearer Notes and Registered Notes will be accepted for clearing through Euroclear and Clearstream, Luxembourg, or other clearing system specified in the relevant Additional Conditions. The Common Code for each Series of Bearer Notes, together with the relevant ISIN number and the CUSIP number and/or CINS number for each Series of Registered Notes, will be contained in the Additional Conditions relating thereto.

5 DOCUMENTS AVAILABLE FOR INSPECTION

For as long as the Programme remains in effect and any Series is outstanding, the following documents will be available for inspection in physical form, during usual business hours on any weekday (Saturdays and Sundays and public holidays excepted) for inspection at the registered office of the Issuer, and the offices of the Principal Paying Agent:

(a) the Trust Terms;

(b) the Agency Terms;

(c) the Custody Terms;

(d) the constitutional documents of each Issuer;

(e) in relation to any Series which is not listed on the Official List of Euronext Dublin:

(v) the related Series Prospectus where the Series is neither admitted to trading on a regulated market within the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive only by a holder of such Series and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of such Series and identity); and

(vi) each subscription agreement (if any) and the related Issue Deed, any credit support document and/or any related agreements for the Series;

(f) a copy of this Base Prospectus;

(g) all reports, letters, other documents, historical financial information, valuations and statements prepared by any expert at the request of the relevant Issuer any part of which is included or referred to in this Base Prospectus; and

(h) copies of the annual reports (if any) and the published audited financial statements (if any) and (if any) unaudited financial statements (including interim accounts) of each Issuer for both its latest financial year and the financial year immediately preceding its latest financial year.

The Series Prospectus for Notes that are listed on the Official List of Euronext Dublin and admitted to trading on its regulated market will be published on the website of the Central Bank (www.centralbank.ie).

6 SUPPLEMENTARY INFORMATION

Each Issuer will agree to comply with any undertakings given by it from time to time to Euronext Dublin in connection with any Series issued by each Issuer and listed on the Official List and admitted to trading on its regulated market. Without prejudice to the generality of the foregoing, each Issuer will, so long as any Series issued by it remains outstanding and listed on the Official List and admitted to trading on the regulated market, in the event of any material adverse change in the financial condition of the Issuer which is not reflected in this Base Prospectus, prepare a supplement to this Base Prospectus or publish a new base prospectus as may be required by the guidelines of Euronext Dublin for use in connection with any subsequent issue of Notes to be listed on the Official List and admitted to trading on the regulated market. If the terms of the Programme are modified or amended in a manner which would make this Base Prospectus, as so modified or amended, inaccurate or misleading, a new base prospectus will be prepared.

7 ESTIMATED EXPENSES

The total expenses related to the approval of this Base Prospectus are expected to be EUR 5,041.20.

8 LANGUAGE OF BASE PROSPECTUS

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

9 WEBSITES

None of the website addresses contained in this Base Prospectus (other than those at which certain financial statements incorporated by reference at Schedule 1 herein are stated to be available) form part of this Base Prospectus.

SCHEDULE 1: DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been approved by the Central Bank of Ireland or filed with Euronext Dublin shall be incorporated in, and form part of, this Base Prospectus, in accordance with Article 11 of the Prospectus Directive:

(a) the audited financial statements of Novus Capital p.l.c. for the financial years ending 31 December 2016 and 31 December 2017. Such financial statements are available on the website of Euronext Dublin at <https://urldefense.proofpoint.com/v2/url?u=https-3A__www.ise.ie_debt-5Fdocuments_novus-2520capital-25202016-2520accounts-5F6969cbe9-2Da441-2D4c5f-2Db09d-2Dbea339adffc6.PDF&d=DwMFAg&c=zKNbuaGhkvFUIBVd4yaD4Es2vSyW4ZgnG0rTGtUWKVM&r=5PcG6HE6ljTeEOJFn1v-MPXEHJvFLsFx3UQj8i06vkI&m=W9bjVATO8jHfnx-HLfnT_UIkWC2_yq5yIsJxsn44nuo&s=9nF8bf_oBPFknzghCe0YCJAKaCWwPIIOoHvN5G8Y5uU&e=> and <https://urldefense.proofpoint.com/v2/url?u=https-3A__www.ise.ie_debt-5Fdocuments_novus-2520capital-25202017-2520accounts-5F04fe85b0-2D4414-2D4f42-2Db9f6-2D8f2ca6e548cd.PDF&d=DwMFAg&c=zKNbuaGhkvFUIBVd4yaD4Es2vSyW4ZgnG0rTGtUWKVM&r=5PcG6HE6ljTeEOJFn1v-MPXEHJvFLsFx3UQj8i06vkI&m=W9bjVATO8jHfnx-HLfnT_UIkWC2_yq5yIsJxsn44nuo&s=9Y295J9IQHbjLvvZq9F8KkarBoAsYZsYM7dMOKI-eT8&e=> respectively.

(b) the audited financial statements of Novus Capital Luxembourg S.A. for the financial years ending 31 March 2017 and 31 March 2018. Such financial statements are available on the website of the London Stock Exchange at http://www.rns-pdf.londonstockexchange.com/rns/2335V_-2017-11-1.pdf and on the website of the Luxembourg Stock Exchange at https://dl.bourse.lu/dl?v=icx243r1tm1DqelMLjUbQrXWDMCPE2jl1j/kUTAzvZbPqWVob6Kv/iu0ap0DbvMYHsmzzWMOTcHVB2m7HKrNVh4ni5GceHZZBht75QKkn5uqj3CQ7df9xirXRBeftwljz9virJ8VSEZ3UgeP+YyLMcmuDwrImIEt0zCBT5Az0r83LYWC7v1mc6s16sdpUy1a.

No documents other than those listed above are incorporated by reference into this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Permanent Arranger, Permanent Dealer, Calculation Agent, Acquisition Agent and Disposal Agent

Nomura International plc
1 Angel Lane
London EC4R 3AB

Arranger, Dealer, Calculation Agent, Acquisition Agent and Disposal Agent
Nomura Financial Products Europe GmbH
Rathenauplatz
60313 Frankfurt am Main,

Issuers

Novus Capital p.l.c.

1-2 Victoria Buildings
Haddington Road
Dublin 4Ireland

Novus Capital Luxembourg S.A.

22-24 Boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg

Oakdale Capital DAC

1-2 Victoria Buildings
Haddington Road
Dublin 4 Ireland

Note Trustee and Security Trustee

HSBC Corporate Trustee Company (UK) Limited
8 Canada Square
London E14 5HQ
United Kingdom

Principal Paying Agent

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Custodian

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Luxembourg Custodian

HSBC France, Luxembourg Branch
16 Boulevard d'Avranches
BP 413
Luxembourg

Registrar and Transfer Agent

HSBC France, Luxembourg Branch
16 Boulevard d'Avranches
BP 413
Luxembourg

Irish Listing Agent

McCann FitzGerald Listing Services Limited
Riverside One
Sir John Rogerson's Quay
Dublin 2
Ireland

Legal Advisers

To the Permanent Arranger and Permanent Dealer as to English law

Linklaters
One Silk Street
London EC2Y 8HQ
United Kingdom

To Novus Capital p.l.c. and Oakdale Capital DAC as to Irish law

McCann FitzGerald
Riverside One
Sir John Rogerson's Quay
Dublin 2

To Novus Capital Luxembourg S.A. as to Luxembourg law

Bonn Steichen & Partners
2, rue Peternelchen
Immeuble C2
L-2370 Howald
Grand Duchy of Luxembourg

Auditor of Novus Capital p.l.c.

Deloitte
Deloitte & Touche House
29 Earlsfort Terrace
Dublin 2, Ireland

Auditor of Novus Capital Luxembourg S.A.

Deloitte Audit S.à r.l
560 rue de Neudorf
L-2220 Luxembourg

Auditor of Oakdale Capital DAC

Mazars
Harcourt Centre
Black 3 Harcourt Road
Dublin 2, Ireland

Printed by Linklaters Business Services

A37653524