



Amended and Restated English Law Agency Agreement

Merrill Lynch B.V.
as Issuer

and

Merrill Lynch International & Co. C.V.
as Issuer

and

Bank of America Corporation
as Guarantor

and

The Bank of New York Mellon
as Security Agent

and

The Agents

in respect of a Note, Warrant and Certificate
Programme

13 May 2022

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THIS AMENDED AND RESTATED ENGLISH LAW AGENCY AGREEMENT (this "**Agreement**") is dated 13 May 2022 and is made by and among:

- (1) **MERRILL LYNCH B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands and having its registered office at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, The Netherlands, registered with the Trade Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 56457103, as issuer of Notes, Warrants and Certificates ("**MLBV**");
- (2) **MERRILL LYNCH INTERNATIONAL & CO. C.V.**, a limited partnership of unlimited duration incorporated under the laws of Curaçao, having its registered office at Kaya W.F.G. (Jombi) Mensing 36, Curaçao, registered under register number 11705 in the Commercial Registry of the Chamber of Commerce and Industry in Curaçao, as issuer of Warrants and Certificates ("**MLICo.**" and together with MLBV, the "**Issuers**" and each an "**Issuer**");
- (3) **BANK OF AMERICA CORPORATION**, a Delaware corporation, as guarantor in respect of Guaranteed Instruments (as defined below) ("**BAC**" or the "**Guarantor**");
- (4) **THE BANK OF NEW YORK MELLON**, a wholly owned subsidiary of The Bank of New York Mellon Corporation, incorporated with limited liability having its registered office at One Wall Street, New York, NY 10286, United States, in its capacity as security agent appointed under the Security Agency Agreement (as defined below) (the "**Security Agent**");
- (5) **BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)**, as principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent appointed in accordance with clause 30);
- (6) **BANK OF AMERICA, N.A.**, as U.S. paying agent (the "**U.S. Paying Agent**", which expression shall include any additional or successor U.S. paying agent appointed in accordance with clause 30);
- (7) **BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)**, as principal warrant agent (the "**Principal Warrant Agent**", which expression shall include any successor principal warrant agent appointed in accordance with clause 31);
- (8) **BANK OF AMERICA, N.A.**, as U.S. warrant agent (the "**U.S. Warrant Agent**", which expression shall include any additional or successor U.S. warrant agent appointed in accordance with clause 31);
- (9) **BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)**, as principal certificate agent (the "**Principal Certificate Agent**", which expression shall include any successor principal certificate agent appointed in accordance with clause 31);
- (10) **BANK OF AMERICA, N.A.**, as U.S. certificate agent (the "**U.S. Certificate Agent**", which expression shall include any additional or successor U.S. certificate agent appointed in accordance with clause 31);
- (11) **MERRILL LYNCH INTERNATIONAL**, as calculation agent for Instruments where specified as such in the applicable Final Terms ("**MLI**");
- (12) **BOFA SECURITIES EUROPE SA**, as calculation agent for Instruments where specified as such in the applicable Final Terms ("**BofASE**", and together with MLI, the "**Calculation Agents**", and each, a "**Calculation Agent**", which expressions shall include any additional or successor calculation agent appointed for any Instruments). BofASE's registered address is at 51, rue La Boétie, 75008 Paris, registered under n° 842 602 690 RCS Paris, is governed by articles L. 531-1 and following of the Monetary and Financial Code. BofASE is authorised as an investment firm by the *Autorité de Contrôle Prudentiel et de Résolution* ("**ACPR**"), is

regulated by the ACPR and the *Autorité des Marchés Financiers*, and is not a credit institution. BofASE's share capital can be found at www.bofaml.com/BofASEdisclaimer; and

- (13) **BANK OF AMERICA EUROPE DAC** (formerly Bank of America Merrill Lynch International DAC), as registrar in respect of Instruments (as defined below) issued by the Issuers (except for Rule 144A Global Instruments held through DTC or Instruments issued in definitive form in exchange therefor) (the **"Registrar"**, which expression shall include any additional or successor registrar appointed in accordance with clause 30 in respect of Notes, clause 31 in respect of Warrants and clause 31 in respect of Certificates, and, together with the Instrument Agents and the Calculation Agent, the **"Agents"**, and each an **"Agent"**).

RECITALS:

- (A) The Issuers, BofA Finance LLC (in its capacity as an issuer) (**"BofA Finance"**) and BAC (in its capacity as an issuer and the Guarantor) have established a Note, Warrant and Certificate Programme (the **"Programme"**) pursuant to which BAC and BofA Finance may from time to time issue notes, MLBV may from time to time issue notes (**"Notes"**), certificates (**"Certificates"**) and warrants (**"Warrants"**, and together with Certificates, **"W&C Instruments"**, and together with Notes, **"Instruments"**) and MLICo. may from time to time issue W&C Instruments.
- (B) Each issue of Notes by BAC and BofA Finance under the Programme on or after the date hereof will be issued pursuant to an Amended and Restated New York Law Agency Agreement dated 13 May 2022 governed by the laws of the State of New York (as the same may be amended, supplemented and/or restated in accordance with the terms thereof, the **"New York Law Agency Agreement"**) between, among others, BAC, BofA Finance and the Principal Paying Agent.
- (C) The obligations of MLBV and MLICo., as applicable, under Instruments issued under the Programme on or after the date hereof other than Secured Instruments (the **"Guaranteed Instruments"**) will be guaranteed as to payment and non-cash delivery obligations by the Guarantor to the extent and on the terms set forth in a guarantee dated 13 May 2022 executed by the Guarantor, substantially in the form contained in Schedule 13 (the **"MLBV/MLICo. Guarantee"**).
- (D) The Issuers, BofA Finance (in its capacity as an issuer) and BAC (in its capacity as an issuer and the Guarantor) have prepared an Offering Circular containing terms and conditions of Instruments for use in connection with offer and sale of Instruments under the Programme. The terms and conditions of the Instruments in the Offering Circular may be completed, amended and/or supplemented by one or more Final Terms (as defined in the English Law Programme Agreement described below) setting forth the applicable terms and conditions of the Instruments and describing the duties and obligations of certain agents with respect to the Instruments.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"1940 Act" means the U.S. Investment Company Act of 1940, as amended;

"Acceleration Instruction" means a notice in or substantially in the form set out in Part 2 of Schedule 22;

"Acceleration Notice" means a notice substantially in the form set out in Part 1 of Schedule 22;

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

"Asset Transfer Notice" means a notice in the form set out in Part 1 of Schedule 6;

"Authorised Signatory" means (i) with respect to the relevant Issuer, any person who is a Director or the Secretary of the relevant Issuer or, with respect to the Guarantor, any officer designated and/or appointed by, or pursuant to the authority of, the Guarantor's Board of Directors or a committee established by the Guarantor's Board of Directors as an **"Authorised Officer"** or (ii) any person who has been notified by the relevant Issuer or the Guarantor (as the case may be) in writing to the relevant Instrument Agent as being duly authorised to sign documents and to do other acts and things on behalf of the relevant Issuer or the Guarantor (as the case may be) for the purposes of this Agreement;

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant business centre;

"Calculation Agency Agreement" in relation to any issue of Instruments means an agreement in or substantially in the form of Schedule 1;

"Code" means the U.S. Internal Revenue Code of 1986, as amended;

"Conditions" means:

- (a) in relation to the Notes of any Series, the terms and conditions which shall apply to and are endorsed on or incorporated by reference into the Note or Notes constituting the Series, in respect of Notes that are not Exchangeable Notes, the terms and conditions being in or substantially in the form set out in Part 1 of Schedule 2 as supplemented (if applicable) by Schedule 4 or, in respect of Exchangeable Notes, the terms and conditions being in or substantially in the form set out in Part 2 of Schedule 2 or in such other form, having regard to the terms of the Notes of the relevant Series, as may be agreed between MLBV, the Principal Paying Agent and/or the U.S. Paying Agent, as applicable, and any relevant Dealer as completed, amended and supplemented by the applicable Final Terms; and
- (b) in relation to the W&C Instruments of any Series, the terms and conditions which shall apply to and are endorsed on or incorporated by reference into the W&C Instruments constituting the Series, the terms and conditions being in or substantially in the form set out in Schedule 3 as supplemented (if applicable) by Schedule 4 or in such other form, having regard to the terms of the W&C Instruments of the relevant Series, as may be agreed between the relevant Issuer, the relevant Principal Instrument Agent and any relevant Dealer as modified and supplemented by the applicable Final Terms,

and references herein to the Conditions and a particular Condition shall be construed accordingly;

"Definitive Registered Certificate" means a Registered Certificate in definitive form issued or, as the case may require, to be issued by the relevant Issuer in accordance with the provisions of the English Law Programme Agreement or any other agreement between the relevant Issuer and the relevant Dealer in exchange for all or part of a Global Registered Certificate, an interest in a Definitive Registered Certificate being represented by an individual certificate;

"Definitive Registered Note" means a Registered Note in definitive form issued or, as the case may require, to be issued by MLBV in accordance with the provisions of the English

Law Programme Agreement or any other agreement between MLBV and the relevant Dealer in exchange for all or part of a Global Registered Note, an interest in a Definitive Registered Note being represented by an Individual Note Certificate;

"Definitive Registered Warrant" means a Warrant in definitive form issued or, as the case may require, to be issued by the relevant Issuer in accordance with the provisions of the English Law Programme Agreement or any other agreement between the relevant Issuer and the relevant Dealer in exchange for all or part of a Global Warrant, an interest in a Definitive Registered Warrant being represented by an individual warrant certificate in the form to be agreed between the relevant Issuer and the Principal Warrant Agent or the U.S. Warrant Agent, as applicable;

"DTC Letters of Representations" means the letter of representations among MLBV, the Guarantor, the U.S. Paying Agent and DTC in respect of any Rule 144A Global Note;

"EEA Member State" means any member state of the European Union, Iceland, Liechtenstein and Norway;

"EU Bail-in Legislation" means in relation to an EEA Member State which has implemented, or which at any time implements, the EU BRRD, the relevant implementing law or regulation as described in the EU Bail-in Legislation Schedule from time to time;

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <https://www.lma.eu.com/documents-guidelines/eu-bail-legislation-schedule> (or any such successor web page);

"EU Bail-in Powers" means any Write-down and Conversion Powers in relation to the relevant EU Bail-in Legislation;

"EU BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended;

"EU BRRD Liability" means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable EU Bail-in Legislation may be exercised;

"EU BRRD Party" means any Agent subject to EU Bail-in Powers;

"English Law Programme Agreement" means the Amended and Restated English Law Programme Agreement dated 13 May 2022, between, *inter alios*, MLBV, MLICo., the Guarantor and the Dealers named in it, as the same may be amended, restated and/or supplemented from time to time;

"Euroclear/CBL Global Registered Instrument" means a Euroclear/CBL Global Registered Note, Euroclear/CBL Global Registered Certificate and/or Euroclear/CBL Global Registered Warrant, as the context may require;

"Euroclear/CBL Global Registered Certificate" means a Certificate in or substantially in the form as set out in Part 1 of Schedule 12 to be issued into and transferred through accounts at Euroclear and Clearstream, Luxembourg deposited with, and registered in the name of a nominee for, the Common Depositary;

"Euroclear/CBL Global Registered Exchangeable Note" means a Note in or substantially in the form set out in Part 5 of Schedule 10 that is either deposited with, and registered in the name of the nominee for, the Common Depositary or deposited with, and registered in the name of a nominee for the Common Safekeeper, and which may be exchanged for Individual Note Certificates;

"Euroclear/CBL Global Registered Note" means a Note in or substantially in the form as set out in Part 1 of Schedule 10 that is either deposited with, and registered in the name of a nominee for, the Common Depositary or deposited with, and registered in the name of a nominee for, the Common Safekeeper, and which may be exchanged for Individual Note Certificates;

"Euroclear/CBL Global Registered Warrant" means a Warrant in or substantially in the form as set out in Part 1 of Schedule 11 to be issued into and transferred through accounts at Euroclear and Clearstream, Luxembourg deposited with, and registered in the name of a nominee for, the Common Depositary;

"Exchangeable Notes" means Notes issued by MLBV that are cash settled exchangeable notes;

"Eurosystem-eligible Note" means a Note which is intended to be held in a manner which would allow Eurosystem eligibility, as stated in the applicable Final Terms;

"FATCA Withholding Tax" means any withholding or deduction required pursuant to Sections 1471 through 1474 of the Code (or any successor provisions), any regulations, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto whether currently in effect or as published and amended from time to time, and any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code;

"FFI" means a "foreign financial institution" as such term is defined pursuant to Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof;

"Global Certificate" means a Euroclear/CBL Global Registered Certificate or a Rule 144A Global Certificate and/or a Regulation S/Rule 144A Global Certificate, as the context may require;

"Global Instrument" means a Global Note, Global Certificate and/or a Global Warrant, as the context may require;

"Global Note" means a Euroclear/CBL Global Registered Note, a Euroclear/CBL Global Registered Exchangeable Note, a Rule 144A Global Note and/or a Regulation S/Rule 144A Global Note, as the context may require;

"Global Warrant" means a Euroclear/CBL Global Registered Warrant, a Rule 144A Global Warrant and/or a Regulation S/Rule 144A Global Warrant, as the context may require;

"individual certificate" means in respect of a Registered Certificate, a registered individual certificate being in or substantially in the form as set out in Part 2 of Schedule 12 with such modifications (if any) as may be agreed between the relevant Issuer, the Principal Certificate Agent or the U.S. Certificate Agent, as applicable, and the relevant Dealer and either having the Conditions endorsed on it or, if permitted by the relevant authority or authorities and agreed by the relevant Issuer and the relevant Dealer, incorporated by reference and having the applicable Final Terms (or relevant provisions of the applicable Final Terms) either incorporated in it or endorsed on it;

"Individual Note Certificate" means a registered note certificate being in or substantially in the form as set out, in respect of Notes that are not Exchangeable Notes, in Part 2 of Schedule 10 or, in respect of Exchangeable Notes, in Part 6 of Schedule 10, in each case with such modifications (if any) as may be agreed between MLBV, the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the relevant Dealer and either having the Conditions endorsed on it or, if permitted by the relevant authority or authorities and agreed by MLBV and the relevant Dealer, incorporated by reference and having the applicable Final

Terms (or relevant provisions of the applicable Final Terms) either incorporated in it or endorsed on it;

"individual warrant certificate" means in respect of a Registered Warrant, a registered individual warrant certificate in the form to be agreed between the relevant Issuer and the Principal Warrant Agent or the U.S. Warrant Agent, as applicable, and either having the Conditions endorsed on it or, if permitted by the relevant authority or authorities and agreed by the relevant Issuer and the relevant Dealer, incorporated by reference and having the applicable Final Terms (or relevant provisions of the applicable Final Terms) either incorporated in it or endorsed on it;

"Instrument Agents" means the Paying Agents and the W&C Instrument Agents;

"MLBV Notes Deed of Covenant" means the Deed of Covenant executed by MLBV in favour of the Holders of Notes issued by MLBV, being in or substantially in the form set out in Part 1 of Schedule 5;

"New Safekeeping Structure" or "NSS" means the New Safekeeping Structure for Registered Notes intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

"Non-Waived Instruments" has the meaning attributed to the term in the relevant Secured Instrument Conditions;

"Outstanding" means:

- (a) in relation to the Notes of any Series, all the Notes issued other than:
 - (i) those Notes which have been redeemed and cancelled pursuant to the Conditions;
 - (ii) those Notes in respect of which the redemption date in accordance with the Conditions has occurred and the redemption consideration (including all interest (if any) accrued to the date for such redemption and all interest (if any) or other amounts payable under the Conditions after such date) has been duly paid to or to the order of the Principal Paying Agent in the manner provided in this Agreement (and where appropriate notice to that effect has been given to the Noteholders in accordance with the Conditions) and remains available for payment;
 - (iii) those Notes which have been purchased and cancelled in accordance with the Conditions (or as provided in the relevant Global Note or Definitive Registered Note);
 - (iv) those Notes which have become void or in respect of which claims have become prescribed under the Conditions;
 - (v) those mutilated or defaced Global Notes or Definitive Registered Notes, as applicable, which have been surrendered and cancelled and in respect of which replacement Global Notes or Definitive Registered Notes, as applicable, have been issued in accordance with the Conditions; and
 - (vi) for the purpose only of ascertaining the nominal amount of the Notes outstanding and without prejudice to the status of the relevant Notes for any other purpose, those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued in accordance with the Conditions,

provided that for the purpose of:

- (i) ascertaining the right to attend and vote at any meeting of the Noteholders of the Series or an Extraordinary Resolution in writing signed or electronically approved; and
- (ii) determining how many and which Notes of the Series are for the time being outstanding for the purposes of Condition 15 (*Meetings of Noteholders, Modification and Waiver*) and clauses 3.1, 3.4 and 3.6 of Part 1 of Schedule 9,

those Notes of the relevant Series (if any) which are for the time being held by, on behalf of or for the benefit of, MLBV, the Guarantor or any Affiliate of MLBV or the Guarantor, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain Outstanding; and

- (b) in relation to W&C Instruments of any Series, all the W&C Instruments issued other than:
 - (i) those W&C Instruments which have been exercised or cancelled pursuant to the Conditions;
 - (ii) those W&C Instruments which have been purchased and cancelled in accordance with the Conditions; and
 - (iii) those W&C Instruments which have become void or in respect of which claims have become prescribed under the Conditions,

provided that for the purpose of:

- (i) ascertaining the right to attend and vote at any meeting of the Holders of the Series or an Extraordinary Resolution in writing signed or electronically approved; and
- (ii) determining how many and which W&C Instruments of the Series are for the time being outstanding for the purposes of Condition 11 (*Agents, Determinations, Modifications and Meeting Provisions*) and clauses 3.1, 3.4 and 3.6 of Part 2 of Schedule 9,

those W&C Instruments of the relevant Series (if any) which are for the time being held by, on behalf of, or for the benefit of the relevant Issuer, if applicable, the Guarantor, in each case as beneficial owner, or any Affiliate of the relevant Issuer or, if applicable, the Guarantor shall (unless and until ceasing to be so held) be deemed not to remain Outstanding;

"Participating FFI" means an FFI that meets the requirements of Section 1471(b) of the Code and any regulations or other official guidance issued thereunder and that has not elected to be withheld upon pursuant to Section 1471(b)(3) of the Code;

"Paying Agents" means, in relation to each Tranche or Series of Instruments, the Principal Paying Agent, the U.S. Paying Agent and any additional or successor paying agent appointed in accordance with clause 30;

"Procedures Memorandum" means the Operating & Administrative Procedures Memorandum dated 13 May 2022, as amended, restated, supplemented and/or varied from time to time including, in respect of any issue of Instruments, by agreement between the relevant Issuer, the Guarantor, if applicable, and the relevant Dealer or Lead Manager with the approval of the relevant Principal Instrument Agent;

"Put Notice" means a notice in the form set out in Part 2 of Schedule 6;

"QIB" means a "qualified institutional buyer" as defined in Rule 144A under the Securities Act;

"QP" means a "qualified purchaser" as defined in Section 2(a)(51) of the 1940 Act and the rules thereunder;

"Register" means each register or the relevant register, as the context requires, held by (a) the Registrar in respect of Registered Notes or Registered W&C Instruments (except for Rule 144A Global Warrants held through DTC and Definitive Registered Warrants issued in exchange therefor) and (b) the U.S. Instrument Agent in respect of Rule 144A Global Instruments held through DTC and Instruments in definitive registered form issued in exchange therefor;

"Regulation S" means Regulation S under the Securities Act;

"Regulation S/Rule 144A Global Instrument" means a Regulation S/Rule 144A Global Note, a Regulation S/Rule 144A Global Certificate and/or a Regulation S/Rule 144A Global Warrant, as the context may require;

"Regulation S/Rule 144A Global Certificate" means a Certificate in or substantially in the form as set out in Part 4 of Schedule 12 that is deposited with, and registered in the name of a nominee for, the Common Depositary;

"Regulation S/Rule 144A Global Note" means a Note in or substantially in the form as set out in Part 4 of Schedule 10 that is deposited with, and registered in the name of a nominee for, the Common Depositary;

"Regulation S/Rule 144A Global Warrant" means a Warrant in or substantially in the form as set out in Part 3 of Schedule 11 that is deposited with, and registered in the name of a nominee for, the Common Depositary;

"Regulations" means (a) in respect of Registered Notes, the regulations concerning the transfer of Registered Notes as the same may from time to time be promulgated by MLBV and approved by the Principal Paying Agent (the initial regulations being set out in Schedule 19 (*Regulations concerning transfers and registration of Registered Notes issued by MLBV*)), (b) in respect of Registered Certificates, the regulations concerning the transfer of Registered Certificates as the same may from time to time be promulgated by the Issuers and approved by the Principal Certificate Agent (the initial regulations being set out in Schedule 20 (*Regulations concerning transfers and registration of Registered Certificates*)) and (c) in respect of Registered Warrants, the regulations concerning the transfer of Registered Warrants as the same may from time to time be promulgated by the Issuers and approved by the Principal Warrant Agent (the initial regulations being set out in Schedule 21 (*Regulations concerning transfers and registration of Registered Warrants*));

"Relevant EU Resolution Authority" means the resolution authority with the ability to exercise any EU Bail-in Powers in relation to the relevant EU BRRD Party;

"Relevant Secured Instrument Agent" means in respect of a Secured Instrument that is a:

- (a) Euroclear/CBL Global Registered Instrument the Principal Instrument Agent;
- (b) Rule 144A Global Instrument, if held through DTC, the U.S. Instrument Agent, and if held through Euroclear and/or Clearstream, Luxembourg, the Principal Instrument Agent; and
- (c) Regulation S/Rule 144 A Global Warrants, the Principal Instrument Agent;

"Rule 144A" means Rule 144A under the Securities Act;

"Rule 144A Certificate" means a Certificate which may be offered within the United States to certain qualified investors in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A;

"Rule 144A Global Instrument" means a Rule 144A Global Note, Rule 144A Global Certificate and/or a Rule 144A Global Warrant, as the context may require.

"Rule 144A Global Certificate" means a Certificate in or substantially in the form as set out in Part 3 of Schedule 12 that is either (i) deposited with the U.S. Certificate Agent as a custodian for, and registered in the name of a nominee of, DTC; or (ii) deposited with, and registered in the name of a nominee for, the Common Depositary;

"Rule 144A Global Note" means a Note in or substantially in the form as set out in Part 3 of Schedule 10 that is either (i) deposited with the U.S. Paying Agent as a custodian for, and registered in the name of a nominee of, DTC; or (ii) deposited with, and registered in the name of a nominee for, the Common Depositary;

"Rule 144A Global Warrant" means a Warrant in or substantially in the form as set out in Part 2 of Schedule 11 that is either (i) deposited with the U.S. Warrant Agent as a custodian for, and registered in the name of a nominee of, DTC; or (ii) deposited with, and registered in the name of a nominee for, the Common Depositary;

"Rule 144A Note" means a Note which may be offered within the United States to certain qualified investors in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A;

"Secured Instruments Collateral Provider" means Merrill Lynch International;

"Secured Instruments Conditions" means the Additional Terms and Conditions for Secured Static/Floating Instruments being in or substantially in the form set out in Annex 13 to Schedule 4 (the **"Secured Static/Floating Instruments Conditions"**) or the Additional Terms and Conditions for Secured Fully Floating Instruments being in or substantially in the form set out in Annex 14 to Schedule 4 (the **"Secured Fully Floating Instruments Conditions"**), as applicable;

"Secured Instruments" has the meaning attributed to the term in the Conditions;

"Secured Instruments Event of Default" has the meaning attributed to the term in the relevant Secured Instruments Conditions;

"Securities Act" means the U.S. Securities Act of 1933, as amended;

"Security Agency Agreement" means the New York law governed security agency agreement entered into between MLBV, MLICo., the Secured Instruments Collateral Provider and the Security Agent dated 13 May 2022, as the same may be amended, restated and/or supplemented from time to time;

"Series" means: (i) in the case of Notes, a Tranche of Notes together with any further Tranche or Tranches of Notes or (ii) in the case of W&C Instruments, an issue of W&C Instruments, together with any further issues of W&C Instruments, which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates (if applicable) and/or Issue Prices;

"Subsidiary" means in relation to any person (the **"first person"**) at any particular time, any other person (the **"second person"**):

- (a) whose affairs and policies the first person controls or has power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise; or
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person;

"Tranche" means Notes which are identical in all respects (including as to listing);

"U.S. person" has the meaning ascribed to it by Regulation S under the Securities Act; and

"W&C Instrument Agents" means the Principal Certificate Agent, the U.S. Certificate Agent, the Principal Warrant Agent and the U.S. Warrant Agent and any additional or successor agents appointed in accordance with clause 30;

"W&C Instruments Deed of Covenant" means the Deed of Covenant executed by MLBV and MLICo. in favour of the Holders of W&C Instruments, being in or substantially in the form set out in Part 2 of Schedule 5; and

"Write-down and Conversion Powers" has the meaning given to it in the EU Bail-in Legislation Schedule.

- 1.2
- (a) In this Agreement, unless the contrary intention appears, a reference to:
 - (i) an amendment includes a supplement, restatement or novation and amended is to be construed accordingly;
 - (ii) a person includes any individual, company, unincorporated association, government, state agency, international organisation or other entity;
 - (iii) the records of a clearing system shall be to the records that such clearing system holds for its customers which reflect the amount of such customer's interest in the Instruments;
 - (iv) a provision of a law, directive or regulation is a reference to that provision as modified, extended, amended or re-enacted;
 - (v) a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
 - (vi) a person includes its successors and assigns;
 - (vii) a document is a reference to that document as amended from time to time; and
 - (viii) a time of day is a reference to London time.
 - (b) The headings in this Agreement do not affect its interpretation.
 - (c) Terms and expressions defined in the English Law Programme Agreement or the relevant Conditions or used in the applicable Final Terms shall have the same meanings in this Agreement, except where the context otherwise requires or unless otherwise stated.
 - (d) All references in this Agreement to costs or charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.
 - (e) All references in this Agreement to Instruments shall, unless the context otherwise requires, include any Global Instrument representing the Instruments.

- (f) All references in this Agreement to principal and/or interest or both in respect of the Notes or to any moneys payable by MLBV and/or the Guarantor in respect of Notes under this Agreement shall be construed in accordance with Condition 6 (*Payments*) of the applicable Conditions.
 - (g) All references in this Agreement to the relevant currency shall be construed as references to the currency in which payments in respect of the relevant Instruments are to be made.
 - (h) All references in this Agreement to Euroclear Bank SA/NV ("**Euroclear**"); Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or The Depository Trust Company ("**DTC**") shall, whenever the context so permits, be deemed to include a reference to any successor clearing system or any additional or alternative clearing system approved by the relevant Issuer and the relevant Principal Instrument Agent or as otherwise specified in the applicable Final Terms.
 - (i) All references in this Agreement to a Directive include any relevant implementing measure of each EEA Member State which has implemented such Directive.
 - (j) For the avoidance of doubt, all references in this Agreement to the Guarantor and the MLBV/MLICo. Guarantee shall exclude Secured Instruments issued by MLBV and MLICo., which are not Guaranteed Instruments.
 - (k) All references in this Agreement to an agreement, instrument or other document (including, without limitation, this Agreement, the English Law Programme Agreement, any Calculation Agency Agreement for a Series of Instruments issued by the Issuers, the Instruments and any Conditions appertaining thereto) shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied, restated or supplemented from time to time in accordance with its terms.
- 1.3 For the purposes of this Agreement, the Instruments of each Series shall form a separate Series of Instruments and the provisions of this Agreement shall apply *mutatis mutandis* separately and independently to the Instruments of each Series and in this Agreement the expressions "Instruments", "Holders" and "holders of Instruments" and related expressions shall be construed accordingly.
- 1.4 As used herein, in relation to any Instruments which are to have a "listing" or be "listed" (i) on the Luxembourg Stock Exchange, "**listing**" and "**listed**" shall be construed to mean that such Instruments have been admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and have been listed on the Official List of the Luxembourg Stock Exchange; or (ii) on any other Stock Exchange or market, "**listing**" and "**listed**" shall be construed to mean that such Instruments have been admitted to trading and/or listed on such other Stock Exchange or market.
- 1.5 References herein to the "**Agents**" shall be deemed to be references to: (a) in connection with each issue of Notes, the Paying Agents and the Registrar; and (b) in connection with each issue of W&C Instruments, the W&C Instrument Agents and the Registrar.
- 1.6 In connection with each issue of Notes, references herein to the: (a) "**Principal Instrument Agent**" shall be deemed to be references to the Principal Paying Agent, where the context permits; (b) "**U.S. Instrument Agent**" shall be deemed to be references to the U.S. Paying Agent, where the context permits; and (c) "**Instrument Agents**" shall be deemed to be references to the Paying Agents collectively.
- 1.7 In connection with each issue of Warrants, references herein to the (a) "**Principal Instrument Agent**" shall be deemed to be references to the Principal Warrant Agent where the context permits; (b) "**U.S. Instrument Agent**" shall be deemed to be references to

the U.S. Warrant Agent, where the context permits; and (c) references to **"Instrument Agents"** shall be deemed to be references to the Principal Instrument Agent and the U.S. Warrant Agents collectively.

1.8 In connection with each issue of Certificates, references herein to the (a) **"Principal Instrument Agent"** shall be deemed to be references to the Principal Certificate Agent, where the context permits; (b) **"U.S. Instrument Agent"** shall be deemed to be references to the U.S. Certificate Agent, where the context permits; and references to **"Instrument Agents"** shall be deemed to be references to the Principal Certificate Agent and the U.S. Certificate Agent collectively.

1.9 The parties hereto entered into an Amended and Restated English Law Agency Agreement dated 14 May 2021 (as supplemented, the **"May 2021 English Law Agency Agreement"**) in respect of the Programme. The parties hereto have agreed to amend and restate the May 2021 English Law Agency Agreement with respect to any new Series of Instruments issued under the Programme by the Issuers on or after the date hereof. This Agreement does not affect any Instruments issued under the Programme prior to the date of this Agreement.

2. **APPOINTMENT OF AGENTS IN RESPECT OF NOTES**

2.1 The Principal Paying Agent at its office currently at 2 King Edward Street, London EC1A 1HQ, United Kingdom is hereby appointed, and the Principal Paying Agent agrees to act, as agent of MLBV and the Guarantor in respect of Notes, upon the terms and subject to the conditions set out below, for the following purposes:

- (a) completing, authenticating and delivering Global Notes held through Euroclear and/or Clearstream Luxembourg and (if required) Individual Note Certificates;
- (b) exchanging Global Notes held through Euroclear and/or Clearstream Luxembourg for Definitive Registered Notes in accordance with the terms of the Global Note and, in respect of any such exchange, instructing the Registrar to make appropriate notations in the Register;
- (c) giving effectuation instructions in respect of each Global Note which is a Eurosystem-eligible Note;
- (d) paying sums due on Global Notes held through Euroclear and/or Clearstream Luxembourg and Definitive Registered Notes and instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Global Notes held through Euroclear and/or Clearstream Luxembourg which are intended to be held under the NSS;
- (e) arranging on behalf of MLBV and/or the Guarantor for notices to be communicated to the Noteholders in accordance with the Conditions;
- (f) preparing and sending any required periodic reports to any appropriate regulatory authority and, ensuring that, as directed by MLBV, all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency as may be in force from time to time with respect to the Notes to be issued under the Programme;
- (g) subject to the Procedures Memorandum, submitting to the relevant authority or authorities such number of copies of each Final Terms which relates to Notes which are to be listed as the relevant authority or authorities may require;
- (h) acting as Calculation Agent in respect of Notes where named as such in the applicable Final Terms;

- (i) providing promptly upon request to the relevant Holders the form of Put Notice as set out in Part 2 of Schedule 6 or such other form of Put Notice as may from time to time be agreed between MLBV, if applicable, the Guarantor and the Principal Paying Agent;
 - (j) in the case of Notes represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg, providing promptly, upon request, to the relevant Holders or proposed transferees the form of Investor Representation Letter, as set out in Schedule 15 or such other form of Investor Representation Letter as may from time to time be agreed between MLBV, the Guarantor and the Principal Paying Agent;
 - (k) taking responsibility for compliance with all U.S. tax requirements with respect to the Notes, including those specified in clause 15; and
 - (l) performing all other obligations and duties imposed upon it by the Conditions, this Agreement and the Procedures Memorandum.
- 2.2 In relation to each issue of Eurosystem-eligible Notes, MLBV hereby authorises and instructs the Principal Paying Agent to elect Euroclear as Common Safekeeper. From time to time, MLBV and the Principal Paying Agent may agree to vary this election. MLBV acknowledges that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees that no liability shall attach to the Principal Paying Agent in respect of any such election made by it.
- 2.3 The U.S. Paying Agent at its office currently at 201 North Tryon Street, NC1-022-06-10, Charlotte, NC 28202, United States is hereby appointed, and the U.S. Paying Agent hereby agrees to act, as agent of MLBV, and, if applicable, the Guarantor in respect of the Rule 144A Global Notes held through DTC and any Definitive Registered Notes issued in exchange therefor, upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:
- (a) completing, authenticating and delivering Rule 144A Global Notes held through DTC;
 - (b) exchanging Global Notes held through DTC for Definitive Registered Notes in accordance with the terms of the Rule 144A Global Notes, and in respect of any such exchange, making appropriate notations on the Rule 144A Global Note and in the Register;
 - (c) maintaining a full and complete Register for such Rule 144A Notes, including any further issue of such Notes pursuant to Condition 16 (*Further Issues*), and of their redemption, which Register shall be kept at the specified office of the U.S. Paying Agent in accordance with the Conditions and made available by the U.S. Paying Agent to MLBV and, if applicable, the Guarantor for inspection and for taking copies or extracts therefrom at all reasonable times;
 - (d) providing DTC with all relevant information to enable it to reconcile its records with the Register in respect of such Rule 144A Notes;
 - (e) as soon as practicable after each Maturity Date and any date on which Notes of any Series represented by a Rule 144A Global Note held through DTC are purchased and cancelled, endorsing the Register for the relevant Rule 144A Global Note to reflect the reduction in the aggregate nominal amount of Notes represented thereby (and notifying DTC or its nominee of such purchases and cancellations as well as any consequent reductions in the aggregate nominal amount of Notes represented by the Rule 144A Global Note) and, in the case of purchase and cancellation, informing DTC

or its nominee that such Notes shall thereafter be null and void and shall be debited from the account of MLBV or its purchasing agent thereby cancelling them;

- (f) as soon as practicable after the date on which all the Notes represented by a Rule 144A Global Note held through DTC have been exercised or have expired or have become null and void, cancelling the Rule 144A Global Note or causing it to be cancelled and thereafter, unless otherwise instructed by MLBV, destroying the relevant Rule 144A Global Note and certifying such destruction to MLBV and, if applicable, the Guarantor;
- (g) upon each further issue of Notes represented by a Rule 144A Global Note held through DTC pursuant to Condition 16 (*Further Issues*), procuring that the Register for the relevant Rule 144A Global Note be endorsed by or on behalf of the U.S. Paying Agent to reflect the increase of the number of Notes represented thereby (and notifying DTC of such increase);
- (h) subject to clause 2.3(i) below, upon the U.S. Paying Agent's receipt of any request for the registration of transfer of any Rule 144A Global Note held through DTC or a definitive Rule 144A Note previously held through DTC, within one business day (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Paying Agent is located) of such receipt (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), updating the Register to reflect the relevant transfer or transfers;
- (i) receiving any document in relation to or affecting the title to any of the Rule 144A Global Notes or any Definitive Registered Notes issued in exchange therefor, including all forms of transfer, probates, letters of administration and powers of attorney;
- (j) maintaining proper records of the details of all documents received by it with respect to its obligations hereunder;
- (k) preparing all such lists of holders of such Rule 144A Notes as may be required by MLBV, if applicable, the Guarantor or any person authorised by any of them;
- (l) subject to applicable laws and regulations, at all reasonable times during normal office hours in such city where the specified office of the U.S. Paying Agent is located, making available (i) to MLBV, the Guarantor or any persons authorised by them for inspection of, and for the taking of copies or extracts, and (ii) to the holders of the Rule 144A Global Notes held through DTC or any Definitive Registered Warrants issued in exchange therefor for inspection of, and for the taking of copies or extracts of, entries in the Register relating directly to such holder's holdings;
- (m) complying with the reasonable requests of MLBV or, if applicable, the Guarantor with respect to the maintenance of the Register;
- (n) arranging on behalf of MLBV for notices to be communicated to the Holders where such notices are to be communicated through DTC;
- (o) providing promptly upon request to the relevant Holders the form of Put Notice as set out in Part 2 of Schedule 6 or such other form of Put Notice as may from time to time be agreed between MLBV, if applicable, the Guarantor and the U.S. Paying Agent;
- (p) providing promptly upon request to the relevant Holders or proposed transferees the form of Investor Representation Letter, as set out in Schedule 15, or such other form of Investor Representation Letter as may from time to time be agreed between MLBV, if applicable, the Guarantor and the U.S. Paying Agent; and

- (q) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.

2.4 In respect of each issue of Exchangeable Notes:

- (a) each of the Issuer and the Guarantor hereby appoints the Principal Paying Agent as its principal paying, transfer and exchange agent in respect of the Exchangeable Notes upon the terms of this Agreement, and in accordance with the Conditions, and the Principal Paying Agent accepts such appointment.
- (b) upon request, the Issuer will provide the Principal Paying Agent with copies of the forms of Exchange Notice for the time being current. The current form of the Exchange Notice as at the date of this Agreement is set out in Part 3 to Schedule 6 hereto.
- (c) subject as provided herein and in the Conditions, Noteholders may exercise Exchange Rights during an Exchange Period in respect of the Specified Denomination of an Exchangeable Note only by delivering (i) any Individual Note Certificate (if any) for exchange to the specified office of the Principal Paying Agent during its usual business hours, and (ii) a duly completed and signed Exchange Notice (the form of which shall be furnished upon request to any Noteholder by the Principal Paying Agent) with a copy to Euroclear and/or Clearstream, Luxembourg (as applicable) and the Principal Paying Agent shall:
 - (i) accept delivery on behalf of the Issuer and the Guarantor of such Individual Note Certificate (if any) and such duly completed and signed Exchange Notice;
 - (ii) require, as a further condition precedent to an exercise of Exchange Rights by or on behalf of a Noteholder, compliance by the Noteholder with any applicable fiscal or other laws or regulations as provided in the Conditions; and
 - (iii) on the date of delivery of such Exchange Notice, send a copy of such Exchange Notice to the Issuer, the Guarantor and the relevant Calculation Agent (made by electronic communication).
- (d) Exchange Rights attaching to Exchangeable Notes represented by a Euroclear/CBL Global Registered Exchangeable Note shall be exercised in the manner set out in clause 2.4(c), provided that:
 - (i) references to "Noteholders" shall be construed as references to holders of beneficial interests in the Euroclear/CBL Global Registered Exchangeable Note;
 - (ii) the Euroclear/CBL Global Registered Exchangeable Note shall (in circumstances where Exchangeable Notes are to be redeemed following the exercise of Exchange Rights) be annotated to take account of such action and returned to the holder thereof;
 - (iii) the Exchange Notice may be delivered in electronic form; and
 - (iv) the holding of a beneficial interest in such Euroclear/CBL Global Registered Exchangeable Note by an accountholder of Euroclear or Clearstream, Luxembourg or any clearing system in which the Euroclear/CBL Global Registered Exchangeable Note is held at such time in respect of which Exchange Rights are exercised will be confirmed by the Principal Paying Agent with the relevant clearing system.
- (e) upon the conditions referred to in clause 2.4(c) or, as the case may be, clause 2.4(d) being satisfied, the relevant Exchange Notice shall be endorsed, and held subject to clause 2.4(f), by the Principal Paying Agent.

- (f) upon an Exchange Notice having been duly endorsed pursuant to clause 2.4(e), the Principal Paying Agent shall despatch by email to the Issuer, the Guarantor and the relevant Calculation Agent promptly and, in any event before 11.00 a.m. (local time in the city of the Principal Paying Agent's specified office) on the next Business Day in such city, following its receipt of an Individual Note Certificate and Exchange Notice, the duly completed and signed Exchange Notice.
- (g) upon receipt of an Exchange Notice from the Principal Paying Agent pursuant to clause 2.4 of this Agreement, the relevant Calculation Agent shall make such determinations, calculations or adjustments as may be required from it for the Principal Paying Agent to complete items (b)(ii) and (b)(iii) of the Exchange Notice and shall notify the Issuer and the Guarantor thereof (with a copy to the Principal Paying Agent).
- (h) the Issuer, the Principal Paying Agent and the relevant Calculation Agent undertake to comply with the Conditions with respect to exchange of the Exchangeable Notes.

2.5 The obligations of the Paying Agents under this Agreement are several and not joint.

3. **APPOINTMENT OF AGENTS IN RESPECT OF WARRANTS**

3.1 The Principal Warrant Agent at its office currently at 2 King Edward Street, London EC1A 1HQ, United Kingdom is hereby appointed, and the Principal Warrant Agent hereby agrees to act, as principal warrant agent of the relevant Issuer and, if applicable, the Guarantor, in respect of the Warrants, upon the terms and subject to the conditions set out below, for the following purposes:

- (a) paying sums due in respect of Warrants;
- (b) completing, authenticating and delivering Global Warrants held through Euroclear and/or Clearstream, Luxembourg and (if required) individual warrant certificates;
- (c) exchanging Global Warrants held through Euroclear and/or Clearstream, Luxembourg, for Definitive Registered Warrants in accordance with the terms of the relevant Global Warrant, and in respect of any such exchange, making appropriate notations on the relevant Global Warrant, as required by their terms;
- (d) keeping a full and complete record of all Warrants represented by Global Warrants held through Euroclear and/or Clearstream, Luxembourg, (or Definitive Registered Warrants into which such Global Warrants have been exchanged) including any further issue of Warrants pursuant to Condition 14 (*Further Issues*), and of their exercise and/or cancellation and making such records available at all reasonable times to the relevant Issuer and, if applicable, the Guarantor;
- (e) as promptly as reasonably practicable notifying the relevant Issuer of details of Warrants exercised on such terms and in such manner as the relevant Issuer may reasonably request from time to time;
- (f) as soon as practicable after each Settlement Date and any date on which Warrants of any Series represented by Global Warrants held through Euroclear and/or Clearstream, Luxembourg are purchased and cancelled, procuring that the relevant Global Warrant be endorsed by or on behalf of the Principal Warrant Agent to reflect the reduction in the number of Warrants represented thereby (and notifying the common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") or the relevant clearing system of such purchases and cancellations as well as any consequent reductions in the number of Warrants represented by the relevant Global Warrant) and, in the case of purchase and cancellation, informing each relevant clearing system that such Warrant shall thereafter be null and void

and shall be debited from the account of the relevant Issuer or its purchasing agent thereby cancelling them;

- (g) as soon as practicable after the date on which all the Warrants represented by Global Warrants held through Euroclear and/or Clearstream, Luxembourg have been exercised or have expired or have become null and void, and upon delivery by or on behalf of the Common Depositary of the relevant Global Warrant to the Principal Warrant Agent, cancelling the relevant Global Warrant or causing it to be cancelled and thereafter, unless otherwise instructed by the relevant Issuer, destroying the relevant Global Warrant and certifying such destruction to the relevant Issuer and, if applicable, the Guarantor;
- (h) upon each further issue of Warrants represented by Global Warrants held through Euroclear and/or Clearstream, Luxembourg (including a further issue pursuant to Condition 14 (*Further Issues*)), procuring that the relevant Global Warrant be endorsed by or on behalf of the Principal Warrant Agent to reflect the increase of the number of Warrants represented thereby (and notifying the Common Depositary or the relevant clearing system of such increase);
- (i) in the case of Warrants represented by Global Warrants held through Euroclear and/or Clearstream, Luxembourg or such other Clearing System (or Definitive Registered Warrants into which such Global Warrants have been exchanged), arranging on behalf of the relevant Issuer for notices to be communicated to the Holders;
- (j) providing promptly upon request to the relevant Holders the form of Exercise Notice set out in Part 1, Part 2 or Part 3 of Schedule 7, as the case may be; or such other form of Exercise Notice as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and the Principal Warrant Agent;
- (k) in the case of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, providing promptly, upon request, to the relevant Holders or proposed transferees the form of Investor Representation Letter, as set out in Schedule 15 or such other form of Investor Representation Letter as may from time to time be agreed between the relevant Issuer, the Guarantor and the Principal Warrant Agent;
- (l) providing promptly upon request to the relevant Holders the form of Notice of Purchase of Additional Warrants set out in Part 5 of Schedule 7, or such other form of Notice of Purchase of Additional Warrants as may from time to time be agreed between the relevant Issuer and the Principal Warrant Agent;
- (m) arranging on behalf of the relevant Issuer for notices to be communicated to the Holders;
- (n) taking responsibility for compliance with all U.S. tax requirements with respect to the Warrants, including those specified in clause 15; and
- (o) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.

3.2 The U.S. Warrant Agent at its office currently at 201 North Tryon Street, NC1-022-06-10, Charlotte, NC 28202, United States is hereby appointed, and the U.S. Warrant Agent hereby agrees to act, as warrant agent of the relevant Issuer and, if applicable, the Guarantor in respect of the Rule 144A Global Warrants held through DTC and any Definitive Registered Warrants issued in exchange therefor, upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:

- (a) completing, authenticating and delivering Rule 144A Global Warrants held through DTC;
- (b) exchanging Global Warrants held through DTC for Definitive Registered Warrants in accordance with the terms of the Rule 144A Global Warrant, and in respect of any such exchange, making appropriate notations on the Rule 144A Global Warrant and in the Register;
- (c) maintaining a full and complete Register for such Rule 144A Warrants, including any further issue of such Warrants pursuant to Condition 14 (*Further Issues*), and of their exercise and cancellation, which Register shall be kept at the specified office of the U.S. Warrant Agent in accordance with the Conditions and made available by the U.S. Warrant Agent to the relevant Issuer and, if applicable, the Guarantor for inspection and for taking copies or extracts therefrom at all reasonable times;
- (d) providing DTC with all relevant information to enable it to reconcile its records with the Register in respect of such Rule 144A Warrants;
- (e) as soon as practicable after each Settlement Date and any date on which Warrants of any Series represented by a Rule 144A Global Warrant held through DTC are purchased and cancelled, endorsing the Register for the relevant Rule 144A Global Warrant to reflect the reduction in the number of Warrants represented thereby (and notifying DTC or its nominee of such purchases and cancellations as well as any consequent reductions in the number of Warrants represented by the Rule 144A Global Warrant) and, in the case of purchase and cancellation, informing DTC or its nominee that such Warrants shall thereafter be null and void and shall be debited from the account of the relevant Issuer or its purchasing agent thereby cancelling them;
- (f) as soon as practicable after the date on which all the Warrants represented by a Rule 144A Global Warrant held through DTC have been exercised or have expired or have become null and void, cancelling the Rule 144A Global Warrant or causing it to be cancelled and thereafter, unless otherwise instructed by the relevant Issuer, destroying the relevant Rule 144A Global Warrant and certifying such destruction to the relevant Issuer and, if applicable, the Guarantor;
- (g) upon each further issue of Warrants represented by a Rule 144A Global Warrant held through DTC pursuant to Condition 14 (*Further Issues*), procuring that the Register for the relevant Rule 144A Global Warrant be endorsed by or on behalf of the U.S. Warrant Agent to reflect the increase of the number of Warrants represented thereby (and notifying DTC of such increase);
- (h) subject to clause 3.2(i) below, upon the U.S. Warrant Agent's receipt of any request for the registration of transfer of any Rule 144A Global Warrant held through DTC or a definitive Rule 144A Warrant previously held through DTC, within one business day (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Warrant Agent is located) of such receipt (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), updating the Register to reflect the relevant transfer or transfers;
- (i) receiving any document in relation to or affecting the title to any of the Rule 144A Global Warrants or any Definitive Registered Warrants issued in exchange therefor, including all forms of transfer, probates, letters of administration and powers of attorney;
- (j) maintaining proper records of the details of all documents received by it with respect to its obligations hereunder;

- (k) preparing all such lists of holders of such Rule 144A Warrants as may be required by the relevant Issuer, if applicable, the Guarantor or any person authorised by any of them;
 - (l) subject to applicable laws and regulations, at all reasonable times during normal office hours in such city where the specified office of the U.S. Warrant Agent is located, making available (i) to the relevant Issuer, the Guarantor or any persons authorised by them for inspection of, and for the taking of copies or extracts, and (ii) to the holders of the Rule 144A Global Warrants held through DTC or any Definitive Registered Warrants issued in exchange therefor for inspection of, and for the taking of copies or extracts of, entries in the Register relating directly to such holder's holdings;
 - (m) complying with the reasonable requests of the relevant Issuer or, if applicable, the Guarantor with respect to the maintenance of the Register;
 - (n) arranging on behalf of the relevant Issuer for notices to be communicated to the Holders where such notices are to be communicated through DTC;
 - (o) providing promptly upon request to the relevant Holders the form of Exercise Notice as set out in Part 4 of Schedule 7 or such other form of Exercise Notice as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and the U.S. Warrant Agent;
 - (p) providing promptly upon request to the relevant Holders or proposed transferees the form of Investor Representation Letter, as set out in Schedule 15, or such other form of Investor Representation Letter as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and the U.S. Warrant Agent; and
 - (q) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.
- 3.3 The Instrument Agents will as promptly as reasonably practicable notify the relevant Issuer of details of Warrants exercised on such terms and in such manner as the relevant Issuer may reasonably request from time to time.
- 3.4 the relevant Issuer will notify the Principal Warrant Agent promptly upon any determination that the Warrants are to be cancelled in accordance with the Conditions. As soon as practicable, and in any event within two Business Days in London, after determining any amount payable with respect to any Warrant cancelled pursuant to the Conditions, the relevant Issuer will notify the Principal Warrant Agent of such amount.
- 3.5 The obligations of the Instrument Agents under this Agreement are several and not joint.

4. **APPOINTMENT OF AGENTS IN RESPECT OF CERTIFICATES**

- 4.1 The Principal Certificate Agent at its office currently at 2 King Edward Street, London EC1A 1HQ, United Kingdom is hereby appointed, and the Principal Certificate Agent hereby agrees to act, as principal certificate agent of the relevant Issuer and, if applicable, the Guarantor in respect of the Certificates, upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:
- (a) paying sums due in respect of the Certificates;
 - (b) completing, authenticating and delivering Global Certificates held through Euroclear and/or Clearstream, Luxembourg and (if required) individual certificates;
 - (c) exchanging Global Certificates held through Euroclear and/or Clearstream, Luxembourg for Definitive Registered Certificates in accordance with the terms of

the Global Certificate and making all relevant notations on the Global Certificate, as required by their terms;

- (d) keeping a full and complete record of all Certificates represented by Global Certificates held through Euroclear and/or Clearstream, Luxembourg (or Definitive Registered Certificates into which such Global Certificates have been exchanged), including any further issue of Certificates pursuant to Condition 14 (*Further Issues*), and of their exercise and/or cancellation and making such records available at all reasonable times to the relevant Issuer and, if applicable, the Guarantor;
- (e) as promptly as reasonably practicable notifying the relevant Issuer of details of Certificates exercised on such terms and in such manner as such Issuer may reasonably request from time to time;
- (f) as soon as practicable after each Settlement Date and any date on which Certificates of any Series represented by Global Certificates held through Euroclear and/or Clearstream, Luxembourg are purchased and cancelled, procuring that the relevant Global Certificate be endorsed by or on behalf of the Principal Certificate Agent to reflect the reduction in the number of Certificates represented thereby (and notifying the Common Depositary, the registered holder thereof or the relevant clearing system, as applicable, of such purchases and cancellations as well as any consequent reductions in the number of Certificates represented by the relevant Global Certificate) and, in the case of purchase and cancellation, informing each relevant clearing system that such Certificates shall thereafter be null and void and shall be debited from the account of the relevant Issuer or its purchasing agent thereby cancelling them;
- (g) as soon as practicable after the date on which all the Certificates represented by Global Certificates held through Euroclear and/or Clearstream, Luxembourg have been exercised or have expired or have become null and void, and upon delivery by or on behalf of the Common Depositary, the registered holder thereof or the relevant clearing system, as applicable, of the relevant Global Certificate to the Principal Certificate Agent, cancelling the relevant Global Certificate or causing it to be cancelled and thereafter, unless otherwise instructed by the relevant Issuer, destroying the relevant Global Certificate and certifying such destruction to such Issuer and, if applicable, the Guarantor;
- (h) upon each further issue of Global Certificates held through Euroclear and/or Clearstream, Luxembourg (including a further issue pursuant to Condition 14 (*Further Issues*)), procuring that the relevant Global Certificate be endorsed by or on behalf of the Principal Certificate Agent to reflect the increase of the number of Certificates represented thereby (and notifying the Common Depositary, the registered holder thereof or relevant clearing system, as applicable, of such increase);
- (i) providing promptly upon request to the relevant Holders the form of Collection Notice as set out in Part 2 of Schedule 8 or the form of Put Notice as set out in Part 1 of Schedule 8 or such other form of Collection Notice or Put Notice as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and Principal Certificate Agent;
- (j) arranging on behalf of the relevant Issuer for notices to be communicated to the Holders;
- (k) taking responsibility for compliance with all U.S. tax requirements with respect to the Certificates, including those specified in clause 15; and
- (l) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.

- 4.2 The U.S. Certificate Agent at its office currently at 201 North Tryon Street, NC1-022-06-10, Charlotte, NC 28202, United States is hereby appointed, and the U.S. Certificate Agent hereby agrees to act, as certificate agent of the relevant Issuer and, if applicable, the Guarantor in respect of the Rule 144A Global Certificates held through DTC and any Definitive Registered Certificates issued in exchange therefor, upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:
- (a) completing, authenticating and delivering Rule 144A Global Certificates held through DTC;
 - (b) exchanging Global Certificates held through DTC for Definitive Registered Certificates in accordance with the terms of the Rule 144A Global Certificate, and in respect of any such exchange, making appropriate notations on the Rule 144A Global Certificate and in the Register;
 - (c) maintaining a full and complete Register for such Rule 144A Certificates, including any further issue of such Certificates pursuant to Condition 14 (*Further Issues*), and of their exercise and cancellation, which Register shall be kept at the specified office of the U.S. Certificate Agent in accordance with the Conditions and made available by the U.S. Certificate Agent to the relevant Issuer and, if applicable, the Guarantor for inspection and for taking copies or extracts therefrom at all reasonable times;
 - (d) providing DTC with all relevant information to enable it to reconcile its records with the Register in respect of such Rule 144A Certificates;
 - (e) as soon as practicable after each Settlement Date and any date on which Certificates of any Series represented by a Rule 144A Global Certificate held through DTC are purchased and cancelled, endorsing the Register for the relevant Rule 144A Global Certificate to reflect the reduction in the number of Certificates represented thereby (and notifying DTC or its nominee of such purchases and cancellations as well as any consequent reductions in the number of Certificates represented by the Rule 144A Global Certificate) and, in the case of purchase and cancellation, informing DTC or its nominee that such Certificates shall thereafter be null and void and shall be debited from the account of the relevant Issuer or its purchasing agent thereby cancelling them;
 - (f) as soon as practicable after the date on which all the Certificates represented by a Rule 144A Global Certificate held through DTC have been exercised or have expired or have become null and void, cancelling the Rule 144A Global Certificate or causing it to be cancelled and thereafter, unless otherwise instructed by the relevant Issuer, destroying the relevant Rule 144A Global Certificate and certifying such destruction to the relevant Issuer and, if applicable, the Guarantor;
 - (g) upon each further issue of Certificates represented by a Rule 144A Global Certificate held through DTC pursuant to Condition 14 (*Further Issues*), procuring that the Register for the relevant Rule 144A Global Certificate be endorsed by or on behalf of the U.S. Certificate Agent to reflect the increase of the number of Certificates represented thereby (and notifying DTC of such increase);
 - (h) subject to clause 4.2(i) below, upon the U.S. Certificate Agent's receipt of any request for the registration of transfer of any Rule 144A Global Certificate held through DTC or a definitive Rule 144A Certificate previously held through DTC, within one business day (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Certificate Agent is located) of such receipt (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), updating the Register to reflect the relevant transfer or transfers;

- (i) receiving any document in relation to or affecting the title to any of the Rule 144A Global Certificates or any Definitive Registered Certificates issued in exchange therefor, including all forms of transfer, probates, letters of administration and powers of attorney;
- (j) maintaining proper records of the details of all documents received by it with respect to its obligations hereunder;
- (k) preparing all such lists of holders of such Rule 144A Certificates as may be required by the relevant Issuer, if applicable, the Guarantor or any person authorised by any of them;
- (l) subject to applicable laws and regulations, at all reasonable times during normal office hours in such city where the specified office of the U.S. Certificate Agent is located, making available (i) to the relevant Issuer, the Guarantor or any persons authorised by them for inspection of, and for the taking of copies or extracts, and (ii) to the holders of the Rule 144A Global Certificates held through DTC or any Definitive Registered Certificates issued in exchange therefor for inspection of, and for the taking of copies or extracts of, entries in the Register relating directly to such holder's holdings;
- (m) complying with the reasonable requests of the relevant Issuer or, if applicable, the Guarantor with respect to the maintenance of the Register;
- (n) arranging on behalf of the relevant Issuer for notices to be communicated to the Holders where such notices are to be communicated through DTC;
- (o) providing promptly upon request to the relevant Holders the form of Collection Notice as set out in Part 2 of Schedule 8 or the form of Put Notice as set out in Part 1 of Schedule 8 or such other form of Collection Notice or Put Notice as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and U.S. Certificate Agent;
- (p) providing promptly upon request to the relevant Holders or proposed transferees the form of Investor Representation Letter, as set out in Schedule 15, or such other form of Investor Representation Letter as may from time to time be agreed between the relevant Issuer, if applicable, the Guarantor and the U.S. Certificate Agent; and
- (q) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.

4.3 The relevant Issuer will notify the Principal Certificate Agent promptly upon any determination that the Certificates are to be cancelled in accordance with the Conditions. As soon as practicable, and in any event within two Business Days in London, after determining any amount payable with respect to any Certificate cancelled pursuant to the Conditions, the relevant Issuer will notify the Principal Certificate Agent of such amount.

5. **APPOINTMENT OF THE REGISTRAR**

5.1 The Registrar at its office currently at Block D, Central Park, Leopardstown, D18 N924, Ireland is hereby appointed, and the Registrar hereby agrees to act, as agent of the relevant Issuer and, if applicable, the Guarantor in respect of the Notes, Warrants and Certificates, as applicable, upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:

- (a) maintaining a Register for Notes, Warrants (except for Rule 144A Global Instruments held through DTC or Instruments in definitive registered form issued in exchange therefor) and Certificates, as applicable, which shall be kept at the specified office of the Registrar in accordance with the Conditions and made available by the Registrar

to the relevant Issuer, if applicable, the Guarantor and the Instrument Agents for inspection and for taking copies or extracts therefrom at all reasonable times;

- (b) providing Euroclear and Clearstream, Luxembourg with all relevant information to enable them to reconcile their records with the Register in respect of Notes issued under the NSS;
- (c) subject to clause 5.1(d) below, upon the Registrar's receipt of any request for the registration of transfer of any Instrument, within one business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) of such receipt (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), updating the Register to reflect the relevant transfer or transfers;
- (d) provided that it has express knowledge thereof, giving the relevant Issuer prompt notice of any proposed transfer of any Instrument to any United States resident including, without limitation, any agency or branch of a foreign entity located in the United States, any corporation, partnership, or other entity created or organised under the laws of the United States or any political subdivision thereof, prior to effecting such transfer or the registration of such transfer and will act in accordance with the relevant Issuer's instructions with respect to the transfer or the registration of transfer of such Instruments;
- (e) receiving any document in relation to or affecting the title to any of the Instruments, including all forms of transfer, probates, letters of administration and powers of attorney;
- (f) maintaining proper records of the details of all documents received by it with respect to its obligations hereunder;
- (g) preparing all such lists of holders of the Instruments as may be required by the relevant Issuer, the Principal Paying Agent, the Principal Warrant Agent or the Principal Certificate Agent, or any person authorised by any of them;
- (h) subject to applicable laws and regulations, at all reasonable times during normal office hours in such city where the specified office of the Registrar is located, making available (i) to the relevant Issuer or any persons authorised by it for inspection of, and for the taking of copies or extracts, and (ii) to the holders of the Instruments for inspection of, and for the taking of copies or extracts of, entries in the Register relating directly to such holder's holdings;
- (i) complying with the reasonable requests of the relevant Issuer with respect to the maintenance of the Register and giving to the Principal Paying Agent, the Principal Warrant Agent and the Principal Certificate Agent such information as may be reasonably required by it for the proper performance of its duties; and
- (j) performing such other obligations and duties imposed upon it by the Conditions and this Agreement.

6. **APPOINTMENT OF THE CALCULATION AGENTS**

Each of MLI (at its office currently at 2 King Edward Street, London EC1A 1HQ, United Kingdom) and BofASE (at its office currently at 51 rue La Boétie, 75008 Paris, France) is hereby appointed as a Calculation Agent subject to the terms herein. If specified as Calculation Agent in the applicable Final Terms, each of MLI and BofASE agrees to act as calculation agent of the relevant Issuer and, if applicable, the Guarantor, in respect of the relevant Instruments, upon the terms and subject to the conditions contained in the form of Calculation Agency Agreement set out in Schedule 1 for the purposes of performing all

the functions and duties imposed on it by the Conditions, this Agreement and the Procedures Memorandum.

7. ISSUE, TRANSFER AND EXCHANGE OF NOTES

7.1 Following receipt of a faxed or electronic copy of the applicable Final Terms signed by MLB, MLB authorises the Registrar and the Principal Paying Agent, in the case of Notes to be held through Euroclear and Clearstream, Luxembourg, or the U.S. Paying Agent, in the case of Notes to be held through DTC, and the Registrar and Principal Paying Agent, in the case of Notes held through Euroclear and Clearstream, Luxembourg, or the U.S. Paying Agent, in the case of Notes held through DTC, agree, to take the steps required of the Registrar and the Principal Paying Agent or the U.S. Paying Agent, as applicable, in the Procedures Memorandum.

7.2 (a) For the purpose of clause 7.1, the Principal Paying Agent will, on behalf of MLB, if specified in the applicable Final Terms that the Tranche of Notes will initially be represented by a Euroclear/CBL Global Registered Note, a Rule 144A Global Note held through Euroclear and/or Clearstream or a Regulation S/Rule 144A Global Note:

- (i) prepare a Global Note in respect of a Series of Notes by (i) making a facsimile copy of the applicable signed master Global Note, (ii) completing the relevant details (including referencing the aggregate nominal amount set forth in the applicable Final Terms) on the face of such Global Note, (iii) attaching to such Global Note (x) the applicable Conditions relating to the Notes and (y) the applicable Final Terms relating to the Notes, (iv) in the case of the first Tranche of any Series of Notes, authenticating the Global Note, and (v) in the case of the first Tranche of any Series of Notes, delivering such Global Note to the specified Common Depositary or Common Safekeeper for Euroclear and Clearstream, Luxembourg and, in the case of a Global Note which is to be held under the NSS, to instruct the Common Safekeeper to effectuate the same;
- (ii) if the Global Note is intended to be held under the NSS, instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the initial outstanding aggregate principal amount of the relevant Tranche of Notes;
- (iii) ensure that the Notes of each Tranche are assigned, as applicable, security numbers (including, but not limited to, common codes and ISINs); and
- (iv) in the case of a subsequent Tranche of any Series of Notes, deliver the applicable Final Terms to the specified Common Depositary or Common Safekeeper, as the case may be, for attachment to the Global Note and instruct the Registrar to make all appropriate entries on the Register to reflect the increase in its aggregate principal amount and, in the case of a Global Note to be held under the NSS, instruct Euroclear and Clearstream, Luxembourg to make all the appropriate entries in their records to reflect the increased outstanding aggregate principal to the amount of the relevant Series.

(b) For the purpose of clause 7.1, the U.S. Paying Agent will, on behalf of MLB, if specified in the applicable Final Terms that the Tranche of Notes will initially be represented by a Rule 144A Global Note held through DTC:

- (i) prepare a Global Note in respect of a Series of Notes by (i) making a facsimile copy of the applicable signed master Global Note, (ii) completing the relevant details (including referencing the aggregate nominal amount set forth in the applicable Final Terms) on the face of such Global Note, (iii) attaching to such Global Note (x) the applicable Conditions relating to the Notes and (y) the applicable Final Terms relating to the Notes, (iv) in the case of the first Tranche

of any Series of Notes, authenticating the Global Note, and (v) holding such Global Notes as custodian for DTC;

- (ii) ensure that the Notes of each Tranche are assigned, as applicable, security numbers (including, but not limited to, CUSIP numbers, common codes and ISINs);
- (iii) make all appropriate entries on the Register with respect to the Global Note; and
- (iv) in the case of a subsequent Tranche of any Series of Notes, attach the applicable Final Terms to the Global Note that it holds in safekeeping as custodian for DTC and make all appropriate entries on the Register to reflect the increase in its aggregate principal amount of the relevant Series.

7.3 (a) The Principal Paying Agent or the U.S. Paying Agent, as applicable, will, on behalf of MLBV, if specified in the applicable Final Terms that Definitive Registered Notes will initially represent a Tranche of Notes or, the Principal Paying Agent will, on behalf of MLBV, if a Global Note becomes exchangeable for Definitive Registered Notes:

- (i) prepare Individual Note Certificates by attaching (or endorsing thereon) a copy of the applicable Final Terms and the applicable Conditions to copies of the signed Individual Note Certificates;
- (ii) authenticate the Individual Note Certificates;
- (iii) deliver the Individual Note Certificates, in the case of a Global Note that has become exchangeable for Definitive Registered Notes, as may be directed by the holder of the Global Note against the surrender of the Global Note at the specified office of the Principal Paying Agent; and
- (iv) ensure that the Individual Note Certificates in respect of Notes of each Tranche are assigned, as applicable, serial numbers which are different from the serial numbers assigned to the Individual Note Certificates in respect of Notes of any other Tranche of the same Series.

(b) The procedures for the issuance of Definitive Registered Notes in exchange for interests in a Rule 144A Global Note held through DTC are to be agreed between MLBV, the Guarantor, if applicable, and the U.S. Paying Agent at the time of such exchange.

(c) The Principal Paying Agent or the U.S. Paying Agent, as applicable, shall notify MLBV as soon as reasonably practicable after it receives a request for the issue of Definitive Registered Notes in exchange for interests in a Global Note in accordance with the provisions of the Global Note.

(d) MLBV undertakes to deliver to the Principal Paying Agent or the U.S. Paying Agent, as applicable, a sufficient numbers of executed Individual Note Certificates to enable the Principal Paying Agent or the U.S. Paying Agent, as applicable, to comply with its obligations under this Agreement.

7.4 The Principal Paying Agent or the U.S. Paying Agent shall only be required to perform its obligations under this clause 7 if it holds:

- (a) a master Global Note or Individual Note Certificates duly executed by a person or persons duly authorised to execute the same on behalf of MLBV, which may be used by the Principal Paying Agent for the purpose of preparing Global Notes or Individual Note Certificates in accordance with clause 7.2 and clause 7.3, as applicable; and
- (b) signed copies of the applicable Final Terms.

- 7.5 MLBV undertakes to ensure that the Principal Paying Agent or the U.S. Paying Agent, as applicable, receives copies of each document specified in clause 7.4 in a timely manner and in accordance with the Procedures Memorandum.
- 7.6 Where the Principal Paying Agent delivers any authenticated Global Note to a Common Safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Global Note retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note has been effectuated.
- 7.7 The Principal Paying Agent and/or the Registrar shall provide Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system with the notifications, instructions or other information to be given by the Principal Paying Agent and/or the Registrar to Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system in accordance with the operating procedures of such entities. The U.S. Paying Agent shall provide DTC with the notifications, instructions or other information relating to the Notes to be given by the U.S. Paying Agent under the terms of this Agreement and/or the Procedures Memorandum and in accordance with the DTC Letter of Representations and otherwise in accordance with the rules and procedures of DTC.
- 7.8 For Rule 144A Notes held through DTC, the U.S. Paying Agent is, unless otherwise agreed between the U.S. Paying Agent and MLBV, authorised to credit the Notes represented by the Global Notes to the U.S. Paying Agent's participant account with DTC.
- 7.9 The Principal Paying Agent shall receive requests for transfers of Notes (except for Rule 144A Notes held through DTC) in accordance with the Conditions and the applicable Regulations and shall procure that the Registrar makes the necessary entries in the Register. In the case of Rule 144A Notes held through DTC, the U.S. Paying Agent shall receive requests for transfers of Notes in accordance with the Conditions, the DTC Letters of Representations and the rules and procedures of DTC and shall make the necessary entries in the Register.
- 7.10 (a) Subject to the transfer restrictions set forth in "Annex 11A – *Additional Terms and Conditions for Rule 144A Notes*", sales, transfers or exchanges of Rule 144A Notes or Regulation S/Rule 144A Notes to or for Notes represented by the same or another Rule 144A Global Note or Regulation S/Rule 144A Global Note, as applicable, may be made only in accordance with any applicable rules and regulations of the Principal Paying Agent, the U.S. Paying Agent, DTC and each relevant clearing system, and the following provisions:
- (i) any sales, transfers to or exchanges with a person who takes delivery in the form of Notes represented by a Regulation S/Rule 144A Global Note may only be made if such sale, transfer or exchange is being made either (x) between or among non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act or (y) by U.S. persons to or through MLBV or the Dealer (I) in the United States to a QIB who is also a QP or (II) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in the case of either (I) or (II), who is acquiring such Notes in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter; or
 - (ii) any sales, transfers to or exchanges with a person who takes delivery in the form of Notes represented by a Rule 144A Global Note may only be made if such sale, transfer or exchange is being made to or through MLBV or the Dealer (x) in the United States to a QIB who is also a QP or (y) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in either case, who is acquiring such Notes in a transaction meeting the requirements of Rule 144A and who enters into and remains in compliance with an Investor Representation Letter.

(b) The Holder must send:

- (i) in the case of sales, transfers or exchanges of Notes represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg, to Euroclear or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels Business Day or Luxembourg Business Day, as the case may be, prior to the date on which the sale, transfer or exchange is to take effect; and
- (ii) in the case of sales, transfers or exchanges of Notes represented by a Rule 144A Global Note held through DTC, to DTC a free of payment instruction at least two New York Business Days prior to the date on which the sale, transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the sale, transfer or exchange date, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, will debit the account of its transferor - participant and will instruct, (a) in the case of sales, transfers to or exchanges with a person who takes delivery of Notes represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg, the Principal Paying Agent to credit the relevant account of the transferee - Euroclear or Clearstream, Luxembourg participant, as the case may be, or (b) in the case of sales, transfers to or exchanges with a person who takes delivery of Notes represented by a Rule 144A Global Note held through DTC, the U.S. Paying Agent to credit the relevant account of the transferee - DTC participant.

- (c) All transactions (which transactions shall include transfers of Notes represented by a Rule 144A Global Note or a Regulation S/Rule 144A Global Note, and transfers of Notes in definitive form) (a) to a person in the United States or (b) to, or for the account or benefit of, a U.S. person, in either case who is a QIB and also a QP and, who takes delivery of Notes represented by a Rule 144A Global Note or a Regulation S/Rule 144A Global Note in the open market or otherwise in respect of Notes represented by such Rule 144A Global Note or Regulation S/Rule 144A Global Note may only be effected to or through MLBV or the Dealer, and shall only be effective if, as a condition to such transfer of the Notes, the transferee enters into and remains in compliance with an Investor Representation Letter substantially in the form of Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed upon among MLBV, the Guarantor, if applicable, and the Principal Paying Agent or U.S. Paying Agent, as applicable, and executed for the benefit of the Dealer, MLBV and the Guarantor, if applicable, (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, MLBV or the Guarantor, if applicable). The Investor Representation Letter must be duly executed by such proposed transferee or such proposed transferee's attorney duly authorised in writing, at least three New York Business Days prior to the date the transfer of such Notes is desired.
- (d) No beneficial owner of a Rule 144A Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable. A beneficial interest in a Rule 144A Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Notes in definitive form only (i) upon the occurrence of an Exchange Event, (ii) in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be, and (iii) in accordance with the terms and conditions specified in this Agreement. Transfers of a Rule 144A Global Note held through DTC shall be limited to transfers of such Rule

144A Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. For so long as the Notes are represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear or Clearstream, Luxembourg, all permitted transfers of such Notes must be effected through an account at Euroclear or Clearstream, Luxembourg.

- (e) Subject as provided in "Annex 11A – *Additional Terms and Conditions for Rule 144A Notes*", a Definitive Registered Note representing Rule 144A Notes may be transferred in whole or in part. In order to effect any such transfer, (i) the holder or holders must (A) surrender the Note for registration of the transfer of the Note (or the relevant part of the Note) at the specified office of the U.S. Paying Agent or the Principal Paying Agent, as applicable, with a form of transfer duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing and (B) complete and deposit such other certifications or evidence as may be required by the U.S. Paying Agent or the Principal Paying Agent, as applicable, MLBV or the Guarantor, if applicable, and (ii) the U.S. Paying Agent or the Principal Paying Agent, as applicable, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as MLBV, the Guarantor, if applicable, and the U.S. Paying Agent or the Registrar, as applicable, may from time to time prescribe. Subject to the provisions above, the U.S. Paying Agent or the Principal Paying Agent, as applicable, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Paying Agent or the Principal Paying Agent, as applicable, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Note of the same aggregate amount of the Note (or the relevant part of the Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The U.S. Paying Agent or the Principal Paying Agent, as applicable, shall record such transfer, and make appropriate notations (or procure that the Registrar shall make such appropriate notations) in the Register to reflect such transfer.
- (f) Any attempted sale, transfer or exchange in which the proposed sale, transfer or exchange was not effected in accordance with the foregoing procedures shall not be valid or binding on MLBV or, if applicable, the Guarantor. In addition, if any Paying Agent subsequently determines or is subsequently notified by MLBV that (i) a sale, transfer or exchange or attempted or purported sale, transfer or exchange of any interest in a Note was consummated on the basis of an incorrect certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, (ii) the holder of any interest in a Note was in breach, at the time given, of any representation or agreement set forth in any Investor Representation Letter or any deemed representation or agreement of such holder, or (iii) a sale, transfer or exchange or attempted sale, transfer, or exchange of any interest in a Note was consummated which did not comply with the transfer restrictions set forth in this clause 7.10 and "Annex 11A – *Additional Terms and Conditions for Rule 144A Notes*", such purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a holder thereof retroactively to the date of transfer of such interest by such holder or MLBV may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above.

8. **ISSUE, TRANSFER AND EXCHANGE OF WARRANTS**

- 8.1 The relevant Issuer will, at least two Business Days in London before the issue date of any Warrants represented by a Euroclear/CBL Global Registered Warrant, a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg or a Regulation S/Rule 144A Global Warrant, give notice of such issue to the Principal Warrant Agent, together with a copy of the form of Final Terms applicable thereto. The relevant Issuer will, at least two New York Business Days before the issue date of any Rule 144A Global Warrant held through DTC, give notice of such issue (including a further issue pursuant to Condition 14 (*Further Issues*)) to the U.S. Warrant Agent and the Principal Warrant Agent and, on or prior to such issue date, will deliver a copy of the Final Terms applicable thereto to the U.S. Warrant Agent.
- 8.2 (a) In respect of any Series of Warrants represented by a Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the Principal Warrant Agent shall, on behalf of the relevant Issuer, (i) prepare the relevant Global Warrant representing such Warrants by attaching a copy of the applicable Final Terms to a copy of the relevant signed master Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, (ii) authenticate the relevant Global Warrant and deliver it, in the case of a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant, subject to delivery of a duly executed Investor Representation Letter in the form set out in Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed upon among the relevant Issuer, the Guarantor and the Principal Warrant Agent from the relevant purchasers of such Warrants, to the Common Depositary, (iii) in the case of a subsequent Series of Warrants, deliver the applicable Final Terms to the Common Depositary for attachment to the Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant, as the case may be, and make all appropriate entries on the relevant schedule to the Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant, as the case may be, to reflect the increase in the number of Warrants represented by it and/or instruct the Registrar to make appropriate entries in the Register to reflect the increase in the number of Warrants of the relevant Series, and (iv) receive requests for transfers of Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants held through Euroclear and/or Clearstream, Luxembourg, in accordance with the Conditions and the applicable Regulations and shall procure that the Registrar makes the necessary entries in the Register. The procedures for the issuance of Definitive Registered Warrants in exchange for interests in Global Warrants held through Euroclear and/or Clearstream, Luxembourg, shall be agreed between the relevant Issuer and the Principal Warrant Agent at the time of exchange.
- (a) (i) In respect of each issue of any Series of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent shall, subject to delivery of a duly executed Investor Representation Letter in the form set out in Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed upon among the relevant Issuer, the Guarantor, if applicable, and the U.S. Warrant Agent from the relevant purchasers of such Warrants, on behalf of the relevant Issuer, (A) prepare a Rule 144A Global Warrant by attaching a copy of the applicable Final Terms to a copy of the signed master Rule 144A Global Warrant held through DTC, (B) authenticate the Rule 144A Global Warrant and hold it as custodian for DTC, and (C) in the case of a subsequent Series of Warrants, in its capacity as custodian for DTC, attach the applicable Final Terms to the Rule 144A Global Warrant and make all appropriate entries on the relevant schedule to the Rule 144A Global Warrant to reflect the increase in the number

of Warrants represented by it and make appropriate entries in the Register to reflect the increase in the number of Warrants of the relevant Series.

- (i) The procedures for the issuance of Definitive Registered Warrants in exchange for interests in a Rule 144A Global Warrant held through DTC are to be agreed between the relevant Issuer, the Guarantor, if applicable, and the U.S. Warrant Agent at the time of such exchange.

8.3 In addition to its other duties set out in this Agreement, the relevant Issuer agrees to ensure that all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency or other feature of the relevant Warrants as may be in force from time to time with respect to the Warrants to be issued under the Programme.

8.4 (a) All transactions (including transfers) in the open market or otherwise relating to (i) Warrants represented by a Global Warrant held through Euroclear and/or Clearstream, Luxembourg, must be effected through an account at Euroclear or Clearstream, Luxembourg and (ii) Warrants represented by a Rule 144A Global Warrant held through DTC must be effected through an account at DTC.

- (a) Notwithstanding that the Rule 144A Global Warrant held through DTC shall be in the name of Cede & Co. as nominee for DTC; the Euroclear/CBL Global Registered Warrants, Rule 144A Global Warrants held through Euroclear or Clearstream, Luxembourg and Regulation S/144A Global Warrants shall be in the name of the nominee of the Common Depositary and subject as set forth in clause 8.5, each person who is for the time being shown in the records of DTC or Euroclear or Clearstream, Luxembourg, as the case may be, as the holder of a particular number of Warrants shall be treated by the relevant Issuer, the Guarantor, if applicable, the Instrument Agents, the relevant clearing system and all other persons dealing with the said person as the absolute owner thereof for any purpose and as the person entitled to exercise the rights represented thereby, notwithstanding any notice to the contrary.

8.5 (a) Subject to the transfer restrictions set forth in "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*", sales, transfers or exchanges of Rule 144A Warrants or Regulation S/Rule 144A Warrants to or for Warrants represented by the same or another Rule 144A Global Warrant or Regulation S/Rule 144A Global Warrant, as applicable, may be made only in accordance with any applicable rules and regulations of the Principal Warrant Agent, the U.S. Warrant Agent, DTC and each relevant clearing system, and the following provisions:

- (i) any sales, transfers to or exchanges with a person who takes delivery in the form of Warrants represented by a Regulation S/Rule 144A Global Warrant may only be made if such sale, transfer or exchange is being made either (x) between or among non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act or (y) by U.S. persons to or through the relevant Issuer or the Dealer (I) in the United States to a QIB who is also a QP or (II) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in the case of either (I) or (II), who is acquiring such Warrants in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter; or
- (ii) any sales, transfers to or exchanges with a person who takes delivery in the form of Warrants represented by a Rule 144A Global Warrant may only be made if such sale, transfer or exchange is being made to or through the relevant Issuer or the Dealer (x) in the United States to a QIB who is also a QP or (y) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in either case, who is acquiring such Warrants in a transaction meeting the requirements

of Rule 144A and who enters into and remains in compliance with an Investor Representation Letter.

(b) The Holder must send:

- (i) in the case of sales, transfers or exchanges of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, to Euroclear or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels Business Day or Luxembourg Business Day, as the case may be, prior to the date on which the sale, transfer or exchange is to take effect; and
- (ii) in the case of sales, transfers or exchanges of Warrants represented by a Rule 144A Global Warrant held through DTC, to DTC a free of payment instruction at least two New York Business Days prior to the date on which the sale, transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the sale, transfer or exchange date, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, will debit the account of its transferor - participant and will instruct, (a) in the case of sales, transfers to or exchanges with a person who takes delivery of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the Principal Warrant Agent to credit the relevant account of the transferee - Euroclear or Clearstream, Luxembourg participant, as the case may be, or (b) in the case of sales, transfers to or exchanges with a person who takes delivery of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent to credit the relevant account of the transferee - DTC participant.

- (c) All transactions (which transactions shall include transfers of Warrants represented by a Rule 144A Global Warrant or a Regulation S/Rule 144A Global Warrant, and transfers of Warrants in definitive form) (a) to a person in the United States or (b) to, or for the account or benefit of, a U.S. person, in either case who is a QIB and also a QP and, who takes delivery of Warrants represented by a Rule 144A Global Warrant or a Regulation S/Rule 144A Global Warrant in the open market or otherwise in respect of Warrants represented by such Rule 144A Global Warrant or Regulation S/Rule 144A Global Warrant may only be effected to or through the relevant Issuer or the Dealer, and shall only be effective if, as a condition to such transfer of the Warrants, the transferee enters into and remains in compliance with an Investor Representation Letter substantially in the form of Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed upon among the relevant Issuer, the Guarantor, if applicable, and the Principal Warrant Agent or U.S. Warrant Agent, as applicable, and executed for the benefit of the Dealer, the relevant Issuer and the Guarantor, if applicable, (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, the relevant Issuer or the Guarantor, if applicable). The Investor Representation Letter must be duly executed by such proposed transferee or such proposed transferee's attorney duly authorised in writing, at least three New York Business Days prior to the date the transfer of such Warrants is desired.
- (d) No beneficial owner of a Rule 144A Global Warrant will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable. A beneficial interest in a Rule 144A Global Warrant will, subject to compliance with all applicable legal and regulatory

restrictions, be exchangeable for Warrants in definitive form only (i) upon the occurrence of an Exchange Event, (ii) in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be, and (iii) in accordance with the terms and conditions specified in this Agreement. Transfers of a Rule 144A Global Warrant held through DTC shall be limited to transfers of such Rule 144A Global Warrant, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. For so long as the Warrants are represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear or Clearstream, Luxembourg, all permitted transfers of such Warrants must be effected through an account at Euroclear or Clearstream, Luxembourg.

- (e) Subject as provided in "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*", a Definitive Registered Warrant representing Rule 144A Warrants may be transferred in whole or in part. In order to effect any such transfer, (i) the holder or holders must (A) surrender the Warrant for registration of the transfer of the Warrant (or the relevant part of the Warrant) at the specified office of the U.S. Warrant Agent or the Principal Warrant Agent, as applicable, with a form of transfer duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing and (B) complete and deposit such other certifications or evidence as may be required by the U.S. Warrant Agent or the Principal Warrant Agent, as applicable, the relevant Issuer or the Guarantor, if applicable, and (ii) the U.S. Warrant Agent or the Principal Warrant Agent, as applicable, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the relevant Issuer, the Guarantor, if applicable, and the U.S. Warrant Agent or the Registrar, as applicable, may from time to time prescribe. Subject to the provisions above, the U.S. Warrant Agent or the Principal Warrant Agent, as applicable, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Warrant Agent or the Principal Warrant Agent, as applicable, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Warrant of the same aggregate amount of the Warrant (or the relevant part of the Warrant) transferred. In the case of the transfer of part only of a Definitive Registered Warrant, a new Definitive Registered Warrant in respect of the balance of the Warrant not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The U.S. Warrant Agent or the Principal Warrant Agent, as applicable, shall record such transfer, and make appropriate notations (or procure that the Registrar shall make such appropriate notations) in the Register to reflect such transfer.
- (f) Any attempted sale, transfer or exchange in which the proposed sale, transfer or exchange was not effected in accordance with the foregoing procedures shall not be valid or binding on the relevant Issuer or, if applicable, the Guarantor. In addition, if any Instrument Agent subsequently determines or is subsequently notified by the relevant Issuer that (i) a sale, transfer or exchange or attempted or purported sale, transfer or exchange of any interest in a Warrant was consummated on the basis of an incorrect certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, (ii) the holder of any interest in a Warrant was in breach, at the time given, of any representation or agreement set forth in any Investor Representation Letter or any deemed representation or agreement of such holder, or (iii) a sale, transfer or exchange or attempted sale, transfer, or exchange of any interest in a Warrant was consummated which did not comply with the transfer restrictions set forth in this clause 8.5 and "Annex 11B –

Additional Terms and Conditions for Rule 144A W&C Instruments", such purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a holder thereof retroactively to the date of transfer of such interest by such holder or the Issuer may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above.

9. **ISSUE, TRANSFER AND EXCHANGE OF CERTIFICATES**

- 9.1 (a) The relevant Issuer will, by 3.00 p.m. (London time) on the second Business Day in London before the issue date of any Certificates represented by Euroclear/CBL Global Registered Certificate, a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg or a Regulation S/Rule 144A Global Certificate, give notice of such issue to the Principal Certificate Agent together with a copy of the form of Final Terms applicable thereto.
- (a) The relevant Issuer will, by 10.00 a.m. (New York time) on the second Business Day in New York (or such other time as may be required by DTC) before the issue date of any Certificates represented by a Rule 144A Global Warrant held through DTC, give notice of such issue to the U.S. Certificate Agent together with a copy of the form of Final Terms applicable thereto.
- (b) If the Principal Certificate Agent receives a request for the issue of Definitive Registered Certificates, it shall immediately notify the relevant Issuer of such request and of the number of Certificates represented by the Global Certificate to be exchanged.
- (c) If Definitive Registered Certificates are to be issued under this Agreement, the relevant Issuer undertakes to deliver sufficient numbers of executed Definitive Registered Certificates to enable the Principal Certificate Agent or the U.S. Certificate Agent, as applicable, to comply with its obligations under this Agreement.
- 9.2 (a) The Principal Certificate Agent will, on behalf of the relevant Issuer, if specified in the applicable Final Terms that a Global Certificate will represent a Tranche of Certificates on issue, in the case of Euroclear/CBL Global Registered Certificates, a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg or a Regulation S/Rule 144A Global Certificate:
- (i) prepare a Global Certificate by attaching a copy of the applicable Final Terms to a copy of the signed master Global Certificate;
- (ii) authenticate the Global Certificate;
- (iii) deliver the Global Certificate to the Common Depositary against receipt from the Common Depositary of confirmation that it is holding the Global Certificate in safe custody for the account of the relevant clearing system and instruct the relevant clearing system, unless otherwise agreed between the Principal Certificate Agent, the relevant Issuer and the Principal Certificate Agent, to credit the Certificates represented by the Global Certificate to the relevant Issuer's distribution account with the relevant clearing system.
- (b) The U.S. Certificate Agent will, on behalf of the relevant Issuer, if specified in the applicable Final Terms that a Global Certificate will represent a Tranche of Rule 144A Certificates held through DTC, and subject to the delivery of a duly executed Investor Representation Letter in the form set out in Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed

upon among the relevant Issuer, the Guarantor, if applicable, and the U.S. Certificate Agent from the relevant purchasers of such Certificates, on issue:

- (i) prepare a Global Certificate by attaching a copy of the applicable Final Terms to a copy of the signed master Global Certificate;
 - (ii) authenticate the Global Certificate; and
 - (iii) hold the Global Certificate in safe custody as custodian for DTC and instruct DTC, unless otherwise agreed between the U.S. Certificate Agent and the relevant Issuer, to credit the Certificates represented by the Global Certificate to the U.S. Certificate Agent's participant account with DTC.
 - (c) The Principal Certificate Agent will, on behalf of the relevant Issuer in the case of Definitive Registered Certificates (including in the case of a Global Certificate held through Euroclear and/or Clearstream, Luxembourg becoming exchangeable for a Definitive Registered Certificate):
 - (i) prepare individual certificates by attaching a copy of the applicable Final Terms to a copy of each signed individual certificate;
 - (ii) authenticate the individual certificates; and
 - (iii) deliver the Definitive Registered Certificates, in the case of a Global Certificate that has become exchangeable for Definitive Registered Certificates, against surrender of such Global Certificate at the specified office of the Principal Certificate Agent.
 - (d) The procedures for issuance of Definitive Registered Certificates in exchange for interests in a Rule 144A Global Certificate held through DTC are to be agreed among the relevant Issuer, the Guarantor, if applicable, and the U.S. Certificate Agent at the time of such exchange.
 - (e) The Principal Certificate Agent will (except in the case of Rule 144A Certificates held through DTC), on behalf of the relevant Issuer receive requests for transfers of Global Certificates in accordance with the Conditions and the applicable Regulations and procure that the Registrar makes the necessary entries in the Register. In the case of Rule 144A Certificates held through DTC, the U.S. Certificate Agent, on behalf of the relevant Issuer, will receive requests for transfers of Global Certificates in accordance with the Conditions, the DTC Letters of Representation and the applicable rules and procedures of DTC and shall make the necessary entries in the Register.
- 9.3 The Principal Certificate Agent or the U.S. Certificate Agent, as applicable, shall only be required to perform its obligations under this clause 9 if it holds:
- (a) in respect Global Certificates, a master Global Certificate, duly executed by a person or person duly authorised to execute the same on behalf of the relevant Issuer, which may be used by the Principal Certificate Agent or the U.S. Certificate Agent, as applicable, for the purpose of preparing Global Certificates, in accordance with clause 9.2; and
 - (b) in respect of Definitive Registered Certificates, signed individual certificates duly executed by a person or persons duly authorised to execute the same on behalf of the relevant Issuer, which may be used by the Principal Certificate Agent or the U.S. Certificate Agent, as applicable, for the purpose of preparing individual certificates in accordance with clause 9.2.
- 9.4 In addition to its other duties set out in this Agreement, the relevant Issuer agrees to ensure that all necessary action is taken to comply with any reporting requirements of any

competent authority in respect of any relevant currency or other feature of the relevant Certificates as may be in force from time to time with respect to the Certificates to be issued under the Programme.

- 9.5 For so long as the Certificates are represented by a Euroclear/CBL Global Registered Certificate, a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg or a Regulation S/Rule 144A Global Certificate, all transactions (including transfers) in the open market or otherwise must be effected through an account at Euroclear or Clearstream, Luxembourg, subject to and in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be. Subject to the immediately succeeding sentence, the person for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular amount of Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg, as applicable, as to the amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, the Instrument Agents, and the Registrar, as applicable, as the holder of such amount of such Certificates for all purposes. Rule 144A Certificates held through DTC represented by a Rule 144A Global Certificate must be effected through an account at DTC, subject to and in accordance with the rules and procedures for the time being of DTC.
- 9.6 The U.S. Certificate Agent shall provide DTC with the notifications, instructions or other information relating to the Rule 144A Certificates held through DTC to be given by the U.S. Certificate Agent under the terms of this Agreement and/or the Procedures Memorandum and in accordance with the DTC Letters of Representations and otherwise in accordance with the rules and procedures of DTC.
- 9.7 (a) Subject to the transfer restrictions set forth in "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*", sales, transfers or exchanges of Rule 144A Certificates or Regulation S/Rule 144A Certificates to or for Certificates represented by the same or another Rule 144A Global Certificate or Regulation S/Rule 144A Global Certificate, as applicable, may be made only in accordance with any applicable rules and regulations of the Principal Certificate Agent, the U.S. Certificate Agent, DTC and each relevant clearing system, and the following provisions:
- (i) any sales, transfers to or exchanges with a person who takes delivery in the form of Certificates represented by a Regulation S/Rule 144A Global Certificate may only be made if such sale, transfer or exchange is being made either (x) between or among non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act or (y) by U.S. persons to or through the relevant Issuer or the Dealer (I) in the United States to a QIB who is also a QP or (II) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in the case of either (I) or (II), who is acquiring such Certificates in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter; or
 - (ii) any sales, transfers to or exchanges with a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate may only be made if such sale, transfer or exchange is being made to or through the relevant Issuer or the Dealer (x) in the United States to a QIB who is also a QP or (y) to, or for the account or benefit of, a U.S. person who is a QIB who is also a QP, in either case, who is acquiring such Certificates in a transaction meeting the requirements of Rule 144A and who enters into and remains in compliance with an Investor Representation Letter.
- (b) The Holder must send:

- (i) in the case of sales, transfers or exchanges of Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg, to Euroclear or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels Business Day or Luxembourg Business Day, as the case may be, prior to the date on which the sale, transfer or exchange is to take effect; and
- (ii) in the case of sales, transfers or exchanges of Certificates represented by a Rule 144A Global Certificate held through DTC, to DTC a free of payment instruction at least two New York Business Days prior to the date on which the sale, transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the sale, transfer or exchange date, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, will debit the account of its transferor - participant and will instruct, (a) in the case of sales, transfers to or exchanges with a person who takes delivery of Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg, the Principal Certificate Agent to credit the relevant account of the transferee - Euroclear or Clearstream, Luxembourg participant, as the case may be, or (b) in the case of sales, transfers to or exchanges with a person who takes delivery of Certificates represented by a Rule 144A Global Certificate held through DTC, the U.S. Certificate Agent to credit the relevant account of the transferee - DTC participant.

- (c) All transactions (which transactions shall include transfers of Certificates represented by a Rule 144A Global Certificate or a Regulation S/Rule 144A Global Certificate, and transfers of Certificates in definitive form) (a) to a person in the United States or (b) to, or for the account or benefit of, a U.S. person, in either case who is a QIB and also a QP and, who takes delivery of Certificates represented by a Rule 144A Global Certificate or a Regulation S/Rule 144A Global Certificate in the open market or otherwise in respect of Certificates represented by such Rule 144A Global Certificate or Regulation S/Rule 144A Global Certificate may only be effected to or through the relevant Issuer or the Dealer, and shall only be effective if, as a condition to such transfer of the Certificates, the transferee enters into and remains in compliance with an Investor Representation Letter substantially in the form of Schedule 15 to this Agreement or such other form of Investor Representation Letter as may from time to time be agreed upon among the relevant Issuer, the Guarantor, if applicable, and the Principal Certificate Agent or U.S. Certificate Agent, as applicable, and executed for the benefit of the Dealer, the relevant Issuer and the Guarantor, if applicable, (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, the relevant Issuer or the Guarantor, if applicable). The Investor Representation Letter must be duly executed by such proposed transferee or such proposed transferee's attorney duly authorised in writing, at least three New York Business Days prior to the date the transfer of such Certificates is desired.
- (d) No beneficial owner of a Rule 144A Global Certificate will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable. A beneficial interest in a Rule 144A Global Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Certificates in definitive form only (i) upon the occurrence of an Exchange Event, (ii) in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be, and (iii) in accordance with the terms and conditions specified in this Agreement.

Transfers of a Rule 144A Global Certificate held through DTC shall be limited to transfers of such Rule 144A Global Certificate, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. For so long as the Certificates are represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear or Clearstream, Luxembourg, all permitted transfers of such Certificates must be effected through an account at Euroclear or Clearstream, Luxembourg.

- (e) Subject as provided in "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*", a Definitive Registered Certificate representing Rule 144A Certificates may be transferred in whole or in part. In order to effect any such transfer, (i) the holder or holders must (A) surrender the Certificate for registration of the transfer of the Certificate (or the relevant part of the Certificate) at the specified office of the U.S. Certificate Agent or the Principal Certificate Agent, as applicable, with a form of transfer duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing and (B) complete and deposit such other certifications or evidence as may be required by the U.S. Certificate Agent or the Principal Certificate Agent, as applicable, the relevant Issuer or the Guarantor, if applicable, and (ii) the U.S. Certificate Agent or the Principal Certificate Agent, as applicable, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the relevant Issuer, the Guarantor, if applicable, and the U.S. Certificate Agent or the Registrar, as applicable, may from time to time prescribe. Subject to the provisions above, the U.S. Certificate Agent or the Principal Certificate Agent, as applicable, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Certificate Agent or the Principal Certificate Agent, as applicable, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Certificate of the same aggregate amount of the Certificate (or the relevant part of the Certificate) transferred. In the case of the transfer of part only of a Definitive Registered Certificate, a new Definitive Registered Certificate in respect of the balance of the Certificate not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The U.S. Certificate Agent or the Principal Certificate Agent, as applicable, shall record such transfer, and make appropriate notations (or procure that the Registrar shall make such appropriate notations) in the Register to reflect such transfer.
- (f) Any attempted sale, transfer or exchange in which the proposed sale, transfer or exchange was not effected in accordance with the foregoing procedures shall not be valid or binding on the relevant Issuer or, if applicable, the Guarantor. In addition, if any Instrument Agent subsequently determines or is subsequently notified by the relevant Issuer that (i) a sale, transfer or exchange or attempted or purported sale, transfer or exchange of any interest in a Certificate was consummated on the basis of an incorrect certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, (ii) the holder of any interest in a Certificate was in breach, at the time given, of any representation or agreement set forth in any Investor Representation Letter or any deemed representation or agreement of such holder, or (iii) a sale, transfer or exchange or attempted sale, transfer, or exchange of any interest in a Certificate was consummated which did not comply with the transfer restrictions set forth in this clause 9.7 and "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*", such purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding holder of such interest that was not a Disqualified Transferee shall

be restored to all rights as a holder thereof retroactively to the date of transfer of such interest by such holder or the relevant Issuer may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above.

10. TERMS OF ISSUE

- 10.1 Each of the Instrument Agents shall cause all Instruments delivered to and held by it under this Agreement to be maintained in safe custody and shall ensure that Instruments are issued only in accordance with the provisions of this Agreement, the Conditions and, where applicable, the relevant Global Instruments.
- 10.2 Subject to the procedures set out in the Procedures Memorandum, for the purposes of clause 7, clause 8 and clause 9, each of the Instrument Agents and the Registrar, as applicable, is entitled to treat a telephone, facsimile, electronic mail communication, SWIFT message or other communication by teleprocess or electronic medium or system agreed between the parties from a person purporting to be (and whom such Instrument Agent and/or Registrar, as applicable, believes in good faith to be) the authorised representative of the relevant Issuer named in the list referred to in, or notified pursuant to, clause 28.7, or any other list duly provided for the purpose by the relevant Issuer to such Instrument Agent and/or the Registrar, as applicable, as sufficient instructions and authority of the relevant Issuer for such Instrument Agent and/or Registrar, as applicable, to act in accordance with clause 7, clause 8 and clause 9.
- 10.3 In the event that a person who has signed a master Global Instrument held by an Instrument Agent and/or the Registrar, as applicable, on behalf of an Issuer ceases to be authorised as described in clause 28.7, such Instrument Agent shall (unless the relevant Issuer or the Guarantor, as the case may be, gives notice to such Instrument Agent that the Instruments or, if applicable, the MLBV/MLICo. Guarantee, signed by that person do not constitute valid and binding obligations of the relevant Issuer or a valid and binding obligation of the Guarantor, as the case may be, or otherwise until replacements have been provided to such Instrument Agent) continue to have authority to prepare, authenticate and deliver Instruments or deliver and hold copies of the MLBV/MLICo. Guarantee signed by that person, as the case may be, and the relevant Issuer and the Guarantor warrants to such Instrument Agent that such Instruments or the MLBV/MLICo. Guarantee, as the case may be, shall be valid and binding obligations of the relevant Issuer, or a valid and binding obligation of the Guarantor, as the case may be. Promptly upon any person ceasing to be authorised, the relevant Issuer or the Guarantor, as the case may be, shall provide the relevant Instrument Agent with replacement master Global Instruments or a replacement MLBV/MLICo. Guarantee, as the case may be, and each such Instrument Agent shall, upon receipt of such replacements, cancel and destroy the master Global Instruments or the MLBV/MLICo. Guarantee, as the case may be, held by it which are signed by that person and shall provide the relevant Issuer or the Guarantor, as the case may be, with a certificate of destruction, specifying the master Global Instruments or the MLBV/MLICo. Guarantee, as the case may be, so cancelled and destroyed.
- 10.4 In the case of Notes, if the Principal Paying Agent pays an amount (the "**Advance**") to MLBV on the basis that a payment (the "**Payment**") has been, or will be, received from a Dealer and if the Payment is not received by the Principal Paying Agent on the date the Principal Paying Agent pays MLBV, the Principal Paying Agent shall notify MLBV by facsimile, e-mail or other acceptable electronic communication that the payment has not been received and MLBV shall repay to the Principal Paying Agent the Advance and shall pay interest on the Advance (or the unreimbursed portion thereof) from (and including) the date the Advance is made to (but excluding) the earlier of repayment of the Advance or receipt by the Principal Paying Agent of the Payment (at a rate quoted at that time by the Principal Paying Agent as its cost of funding the Advance) provided that evidence of the basis of such rate is given to MLBV. For the avoidance of doubt, the Principal Paying Agent shall not be

obliged to pay any amount to MLBV if it has not received satisfactory confirmation that it is to receive the amount from a Dealer.

10.5 Except in the case of issues where the Principal Paying Agent does not act as receiving bank for MLBV in respect of the purchase price of the Notes being issued, if on the Issue Date a Dealer does not pay the full purchase price due from it in respect of any Note (the "**Defaulted Note**") and, as a result, the Defaulted Note remains in the Principal Paying Agent's distribution account with Euroclear and/or Clearstream, Luxembourg after the Issue Date, the Principal Paying Agent will continue to hold the Defaulted Note to the order of MLBV. The Principal Paying Agent shall notify MLBV immediately of the failure of the Dealer to pay the full purchase price due from it in respect of any Defaulted Note and, subsequently, shall (a) notify MLBV immediately on receipt from the Dealer of the full purchase price in respect of any Defaulted Note and (b) pay to MLBV the amount so received.

10.6 The Principal Paying Agent agrees to hold the MLBV/MLICo. Guarantee, executed by the Guarantor, in safe custody, for the benefit of the holders of the Guaranteed Instruments to which such MLBV/MLICO. Guarantee relates.

11. **PAYMENTS IN RESPECT OF NOTES**

11.1 The Principal Paying Agent or the U.S. Paying Agent (in the case of Notes represented by a Rule 144A Note held through DTC) shall advise MLBV as soon as practicable of the payment amount, value date and payment instructions and MLBV (or, in the case of Notes that are Guaranteed Instruments, failing MLBV, the Guarantor) will, before 10.00 a.m. (local time in the relevant financial centre of the payment or, in the case of a payment in euro, London time), on the date on which any payment in respect of any Note becomes due under the Conditions, transfer to an account specified by the Principal Paying Agent or U.S. Paying agent, as the case may be, an amount in the relevant currency sufficient for the purposes of the payment in funds settled through such payment system as the Principal Paying Agent or the U.S. Paying Agent, as the case may be, and MLBV or the Guarantor, as the case may be, may agree.

11.2 Any funds paid by or by arrangement with MLBV or the Guarantor, as the case may be, to the Principal Paying Agent or the U.S. Paying Agent, as the case may be, under clause 11.1 shall be held in the relevant account referred to in clause 11.1 for payment to the Noteholders, until any Notes become void under Condition 10 (*Prescription*). In that event the Principal Paying Agent or the U.S. Paying Agent, as the case may be, shall repay to MLBV or the Guarantor, as the case may be, sums equivalent to the amounts which would otherwise have been repayable on the relevant Notes.

11.3 MLBV (or, in the case of Notes that are Guaranteed Instruments, failing MLBV, the Guarantor) will ensure that, no later than 12.00 noon (London time) on the third day which is a Business Day in London and Luxembourg immediately preceding the date on which any payment is to be made to the Principal Paying Agent or 12.00 noon (New York City time) on the third day which is a New York Business Day immediately preceding the date on which any payment is to be made to the U.S. Paying Agent under clause 11.1, the Principal Paying Agent or the U.S. Paying Agent, as the case may be, shall receive an irrevocable payment confirmation by fax, authenticated SWIFT message or e-mail from the paying bank of MLBV or the Guarantor, as the case may be.

11.4 The Principal Paying Agent or U.S. Paying Agent, as the case may be, shall notify MLBV, the Guarantor and any other Paying Agent as soon as possible:

(a) if it has not by the relevant date set out in clause 11.1 received unconditionally the full amount in the Specified Currency required for the payment; and

(b) if it receives unconditionally the full amount of any sum payable in respect of the Notes after that date.

The Principal Paying Agent or U.S. Paying Agent, as the case may be, shall, at the expense of MLBV or the Guarantor, as soon as possible after receiving any amount as described in clause (a), cause notice of that receipt to be published under Condition 14 (*Notices*).

- 11.5 The Principal Paying Agent or U.S. Paying Agent, as the case may be, shall pay or cause to be paid all amounts due in respect of the Notes on behalf of MLBV and the Guarantor in the manner provided in the Conditions. If any payment provided for in clause 11.1 is made late but otherwise in accordance with the provisions of this Agreement, the relevant Paying Agent shall nevertheless make payments in respect of the Notes as stated above following receipt by it of such payment.
- 11.6 If for any reason the Principal Paying Agent or U.S. Paying Agent, as the case may be, considers in its sole discretion that the amounts to be received by it under clause 11.1 will be, or the amounts actually received by it are, insufficient to satisfy all claims in respect of all payments then falling due in respect of the Notes, the Principal Paying Agent or U.S. Paying Agent, as the case may be, shall forthwith notify MLBV and the Guarantor of such insufficiency and no Paying Agent shall be obliged to pay any such claims until the Principal Paying Agent or U.S. Paying Agent, as the case may be, has received the full amount of all such payments. Should the Principal Paying Agent, the U.S. Paying Agent or any other Paying Agent elect not to make payment of amounts falling due in respect of such Notes, it shall advise MLBV and the Guarantor of any such decision as soon as practicable.
- 11.7 Without prejudice to clauses 11.5 and 11.6, if the Principal Paying Agent or U.S. Paying Agent, as the case may be, pays any amounts to the holders of Notes or to any other Paying Agent at a time when it has not received payment in full in respect of the relevant Notes in accordance with clause 11.1 (the excess of the amounts so paid over the amounts so received being the "**Shortfall**"), MLBV (or, in the case of Notes that are Guaranteed Instruments, failing MLBV, the Guarantor) will, in addition to paying amounts due under clause 11.1, pay to the Principal Paying Agent or U.S. Paying Agent on demand interest (at a rate which represents cost of funding the Shortfall of the Principal Paying Agent or U.S. Paying Agent) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Principal Paying Agent or U.S. Paying Agent of the Shortfall. If the Principal Paying Agent or U.S. Paying Agent has not received a payment on the Business Day on which such payment is due, the Principal Paying Agent or U.S. Paying Agent shall notify MLBV and the Guarantor of such non-receipt by facsimile, electronic mail communication, authenticated SWIFT message or other teleprocess or electronic medium or system agreed between the parties as soon as possible thereafter.
- 11.8 The Principal Paying Agent or U.S. Paying Agent, as the case may be, shall on demand promptly reimburse each other Paying Agent for payments in respect of Notes properly made by each Paying Agent in accordance with this Agreement and the Conditions unless the Principal Paying Agent or U.S. Paying Agent has notified the relevant Paying Agent, prior to its opening of business on the due date of a payment in respect of the Notes, that the Principal Paying Agent or U.S. Paying Agent does not expect to receive sufficient funds to make payment of all amounts falling due in respect of the Notes.
- 11.9 Whilst any Notes are represented by Global Notes, all payments due in respect of the Notes shall be made to, or to the order of, the holder of the Global Notes, subject to and in accordance with the provisions of the Global Notes. On the occasion of each payment, in the case of any Global Note which is intended to be held under the NSS, the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.
- 11.10 Subject to clause 11.9 above, all payments due in respect of Notes shall be made to the person shown as the Holder of such Notes in the Register in accordance with the Conditions.
- 11.11 If the amount of principal and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made or a certification required by the

terms of a Note not being received), the Registrar shall make a record in the Register and each record shall, in the absence of manifest error, be *prima facie* evidence that the payment in question has not to that extent been made or, in the case of any Global Note which is intended to be held under the NSS, the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment.

- 11.12 If any Note is to be redeemed (in whole or in part) by delivery of the Entitlement, the Paying Agents shall perform such duties as are provided in the Conditions as amended and/or supplemented by the applicable Final Terms and clause 11.13 below.
- 11.13 Each of the Paying Agents will keep a stock of Asset Transfer Notices substantially in the form set out in Part 1 of Schedule 6 and will make them available on demand to holders of Notes which are redeemable (in whole or in part) by delivery of Entitlements. Upon receipt of any Individual Note Certificate deposited with an Asset Transfer Notice in accordance with the Conditions, the Paying Agent with which the Individual Note Certificate is deposited shall notify MLBV by facsimile, electronic mail communication, SWIFT message or other communication by teleprocess or electronic medium or system agreed between the parties as soon as reasonably practicable and thereafter shall hold such Individual Note Certificate to the order of MLBV.
- 11.14 If, for any reason, any Paying Agent that is a FFI fails to become, or ceases to be, a Participating FFI and MLBV or the Guarantor considers in its sole discretion that it may be liable as a result to withhold any FATCA Withholding Tax in respect of any payment due on any Notes, then MLBV or the Guarantor will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made without FATCA Withholding Tax.

12. PAYMENTS IN RESPECT OF WARRANTS

- 12.1 (a) In the case of Cash Settled Warrants, the relevant Issuer (or, in the case of Cash Settled Warrants that are not Secured Instruments, failing the relevant Issuer, the Guarantor) will, before 10.00 a.m. (local time in the relevant financial centre of the payment), on each Settlement Date or Additional Amount Payment Date transfer to an account specified by the Principal Warrant Agent or the U.S. Warrant Agent (in the case of Warrants represented by a Rule 144A Global Warrant held through DTC), such amount in the Settlement Currency (which for the avoidance of doubt shall be a settlement currency acceptable to any relevant clearing system at the relevant time) as shall be sufficient for the purposes of such payment.
- (a) At the request of the Principal Warrant Agent or the U.S. Warrant Agent, as the case may be, the relevant Issuer (or, in the case of Warrants which are not Secured Instruments, failing the relevant Issuer, the Guarantor) will use reasonable efforts to procure that the bank through which such payment is to be made will supply to the Principal Warrant Agent by 10.00 a.m. (London time) two Business Days in London or the U.S. Warrant Agent by 10.00 a.m. (New York City time) two New York Business Days, as the case may be, prior to the due date for any such payment an irrevocable confirmation (by authenticated SWIFT message) of its intention to make such payment.
- 12.2 The Principal Warrant Agent or the U.S. Warrant Agent, as the case may be, will, as soon as is practicable, notify by facsimile, electronic mail communication, SWIFT message or other teleprocess or electronic medium or system agreed between the parties the other Instrument Agents and the relevant Issuer or, as the case may be, the Guarantor, if it has not, by the Settlement Date or Additional Amount Payment Date, as the case may be, received (a) the relevant confirmation referred to in clause 12.1(b) or (b) the full amount so payable on the Settlement Date or Additional Amount Payment Date, as applicable.

- 12.3 Unless it has received a notification from the Principal Warrant Agent or the U.S. Warrant Agent, as the case may be, under clause 12.2 above to the effect that the Principal Warrant Agent or the U.S. Warrant Agent, as the case may be, (a) has not received the confirmation referred to in clause 12.1(b) above after having made a request therefor or (b) has not received full payment of the amount due, each Instrument Agent will, in accordance with the Conditions, pay or cause to be paid on behalf of the relevant Issuer or, as the case may be, the Guarantor, on and after the Settlement Date or Additional Amount Payment Date, as applicable, the amount due in respect of the Warrants relating to such Settlement Date or Additional Amount Payment Date, as applicable, and will be entitled to claim any amounts so paid from the Principal Warrant Agent or the U.S. Warrant Agent, as the case may be. The Instrument Agents will act as Instrument Agents of the relevant Issuer or, as the case may be, the Guarantor, in respect of all payments relating to the Warrants and, subject to the payment to the Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, provided for in clause 12.1 being made, pay or cause to be paid on behalf of the relevant Issuer or, as the case may be, the Guarantor, on the Settlement Date or Additional Amount Payment Date, as applicable, the amounts payable in respect of the Warrants in accordance with the Conditions and the provisions of this Agreement. If any payment provided for in clause 12.1 is made late but otherwise in accordance with the provisions of this Agreement, the Instrument Agents will nevertheless make such payments in respect of the Warrants on and after the date notified of the late payment. However, unless and until the full amount of any such payment has been received by the Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, none of the Instrument Agents will be obliged to make such payments.
- 12.4 The Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, will on demand promptly reimburse each Instrument Agent for payments in respect of the Warrants properly made by it in accordance with the Conditions and this Agreement.
- 12.5 If the Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, has not received by the Settlement Date or Additional Amount Payment Date, as the case may be, for payment in respect of the Warrants the full amount payable on such date but receives such full amount later it will forthwith give notice to the relevant Issuer and (in the case of Warrants that are not Secured Instruments) the Guarantor and to the Holders in accordance with the Conditions that it has received such full amount.
- 12.6 If the amount due for payment in respect of any Warrant is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom), the Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, shall make, or shall cause to be made on its behalf, a record of such shortfall on the relevant Global Warrant and/or in the records of such Instrument Agent (as applicable) and such record shall, in the absence of manifest error, be *prima facie* evidence that the payment in question has not to that extent been made.
- 12.7 The Principal Warrant Agent, or, in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the U.S. Warrant Agent, may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that (a) it may not exercise any lien, right of set-off or similar claim in respect of them (except as required by law) and (b) it shall not be liable to any person for interest on any sums held by it under this Agreement.
- 12.8 In the case of Physical Delivery Warrants, the settlement procedure and any amendments required to this Agreement and the form of Exercise Notice (the form of which is set out in Part 1 of Schedule 7, Part 2 of Schedule 7 (in the case of Warrants represented by a Regulation S/Rule 144A Global Warrant), Part 3 of Schedule 7 (in the case of Rule 144A Warrants held through Euroclear and/or Clearstream, Luxembourg) and Part 4 of Schedule

7 (in the case of Rule 144A Warrants held through DTC)) will be agreed between the relevant Issuer and the Principal Warrant Agent or, in the case of Rule 144A Warrants held through DTC, the U.S. Warrant Agent, prior to the launch of the relevant Warrants.

- 12.9 If, for any reason, any Instrument Agent that is a FFI fails to become, or ceases to be, a Participating FFI and the relevant Issuer or, if applicable, the Guarantor considers in its sole discretion that it may be liable as a result to withhold any FATCA Withholding Tax in respect of any payment due on any Warrant, then such Issuer or the Guarantor will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made without FATCA Withholding Tax.

13. **PAYMENTS IN RESPECT OF CERTIFICATES**

- 13.1 (a) The relevant Issuer (or failing the relevant Issuer and in the case of Certificates that are not Secured Instruments, the Guarantor) will, before 10.00 a.m. (local time in the relevant financial centre of the payment), on each Settlement Date or Additional Amount Payment Date, as the case may be, transfer to an account specified by the Principal Certificate Agent or U.S. Certificate Agent (in the case of Certificates represented by a Rule 144A Global Certificate held through DTC), such amount in the Settlement Currency (which for the avoidance of doubt shall be a settlement currency acceptable to any relevant clearing system at the relevant time) as shall be sufficient for the purposes of such payment.
- (b) At the request of the Principal Certificate Agent or the U.S. Certificate Agent, as the case may be, the relevant Issuer (or, in the case of Certificates that are not Secured Instruments, failing the relevant Issuer, the Guarantor) will use reasonable efforts to procure that the bank through which such payment is to be made will supply to the Principal Certificate Agent by 11.00 a.m. (London time) one Business Day in London or the U.S. Certificate Agent by 11.00 a.m. (New York City time) two New York Business Days prior to the due date for any such payment an irrevocable confirmation (by authenticated SWIFT message) of its intention to make such payment.
- 13.2 The Principal Certificate Agent or the U.S. Certificate Agent, as the case may be, will, as soon as is practicable, notify the relevant Issuer or the Guarantor, as the case may be, by facsimile, electronic mail communication, SWIFT message or other teleprocess or electronic medium or system agreed between the parties if it has not, by the Settlement Date or Additional Amount Payment Date, as the case may be, received (a) the confirmation referred to in clause 13.1(b) or (b) the full amount so payable on the Settlement Date or such Additional Amount Payment Date, as the case may be.
- 13.3 If the Principal Certificate Agent or the U.S. Certificate Agent, as the case may be, has not received by the Settlement Date or Additional Amount Payment Date, as the case may be, for payment in respect of the Certificates the full amount payable on such date but receives such full amount later it will forthwith give notice to the relevant Issuer, the Guarantor, if applicable, and to the Holders in accordance with the Conditions that it has received such full amount.
- 13.4 If the amount due for payment in respect of any Certificate is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom), the Principal Certificate Agent or the U.S. Certificate Agent, as the case may be, shall make, or shall cause to be made on its behalf, a record of such shortfall on the relevant Global Certificate and such record shall, in the absence of manifest error, be *prima facie* evidence that the payment in question has not to that extent been made.
- 13.5 The Principal Certificate Agent or the U.S. Certificate Agent, as the case may be, may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that (a) it may not exercise any lien, right of set-off

or similar claim in respect of them (except as required by law) and (b) it shall not be liable to any person for interest on any sums held by it under this Agreement.

- 13.6 In the case of Physical Delivery Certificates, the settlement procedure and any amendments required to this Agreement will be agreed between the relevant Issuer and the relevant Instrument Agent(s) prior to the launch of the relevant Certificates.
- 13.7 All payments due in respect of Certificates represented by Definitive Registered Certificates shall be made to the person shown as the Holder of such Certificates in the Register on the Record Date, as defined in and in accordance with the Conditions.
- 13.8 If, for any reason, any Instrument Agent that is a FFI fails to become, or ceases to be, a Participating FFI and the relevant Issuer or, if applicable, the Guarantor considers in its sole discretion that it may be liable as a result to withhold any FATCA Withholding Tax in respect of any payment due on any Certificate, then such Issuer or the Guarantor will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made without FATCA Withholding Tax.

14. **DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF NOTES**

- 14.1 The Principal Paying Agent shall, if it has agreed to act as Calculation Agent and is specified in the applicable Final Terms to be the Calculation Agent, make all the determinations and calculations which it is required to make under the Conditions and on the terms contained in the form of Calculation Agency Agreement set out in Schedule 1, all subject to and in accordance with the Conditions and the applicable Final Terms; provided, however, that, with respect to any Series of Floating Rate Notes to which Condition 5(C)(d) applies, the Principal Paying Agent shall not determine the Rate of Interest payable on such Floating Rate Notes and MLBV shall appoint another prime financial institution in the inter-bank market, which may be the relevant Dealer, to determine the Rate of Interest payable on such Floating Rate Notes.
- 14.2 The Principal Paying Agent shall not be responsible to MLBV, the Guarantor or to any third party (except in the event of negligence, wilful default or bad faith) as a result of the Principal Paying Agent having acted on any quotation given by any Reference Bank which subsequently may be found to be incorrect.
- 14.3 The Principal Paying Agent shall promptly notify (and confirm in writing to) MLBV, the Guarantor, the other Paying Agents and (in respect of a Series of Notes listed on a Stock Exchange) the relevant Stock Exchange by no later than the first day of each Interest Period of, *inter alia*, each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions as soon as practicable after their determination and of any subsequent amendments to them under the Conditions.
- 14.4 The Principal Paying Agent shall use its best endeavours to cause each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions to be published as required in accordance with the Conditions as soon as possible after their determination or calculation.
- 14.5 If the Principal Paying Agent does not at any time for any reason determine and/or calculate and/or publish the Rate of Interest, Interest Amount and/or Interest Payment Date in respect of any Interest Period or any other amount, rate or date as provided in this clause, it shall immediately notify MLBV, the Guarantor and the other Paying Agents of that fact.
- 14.6 Determinations with regard to Notes (including, without limitation, Floating Rate Notes, Index Linked Notes, Share Linked Notes, GDR/ADR Linked Notes, FX Linked Notes, Commodity Linked Notes, Fund Linked Notes, Inflation Linked Notes, Credit Linked Notes and Preference Share Linked Notes) required to be made by a Calculation Agent specified

in the applicable Final Terms shall be made in the manner specified in the Conditions. Unless otherwise agreed between MLBV and the relevant Dealer or the Lead Manager, as the case may be, or unless the Principal Paying Agent or MLI or BofASE is the Calculation Agent (in which case the provisions of this Agreement shall apply), those determinations shall be made on the basis of a Calculation Agency Agreement substantially in the form of Schedule 1. Notes of any Series may specify additional duties and obligations of any Paying Agent, the performance of which will be agreed between MLBV and the relevant Paying Agent prior to the relevant Issue Date.

14.7 For the purposes of monitoring the maximum aggregate nominal amount of Notes that may be outstanding at any one time under the Programme, the Principal Paying Agent shall determine the aggregate nominal amount of each Tranche of Notes denominated in euro or the euro equivalent of each Tranche of Notes denominated in another currency, as follows:

- (a) If the Specified Currency is euro:
 - (i) the aggregate nominal amount of a Tranche of Notes (other than Zero Coupon Notes issued at a discount) shall be the Aggregate Nominal Amount of Notes specified in the applicable Final Terms; and
 - (ii) the aggregate nominal amount of a Tranche of Zero Coupon Notes issued at a discount shall be the Aggregate Nominal Amount of Notes specified in the applicable Final Terms multiplied by the Issue Price specified in the applicable Final Terms;
- (b) If the Specified Currency is not euro, the euro equivalent of the aggregate nominal amount of a Tranche of Notes shall be:
 - (i) for each Tranche of Notes (other than Zero Coupon Notes issued at a discount), the Aggregate Nominal Amount of the Notes specified in the applicable Final Terms based on the foreign exchange rate determined by the Issuer on the Issue Date for such Tranche of Notes; and
 - (ii) for each Tranche of Zero Coupon Notes issued at a discount, the Aggregate Nominal Amount of Notes specified in the applicable Final Terms based on the foreign exchange rate determined by the Issuer on the Issue Date for such Tranche of Notes multiplied by the Issue Price specified in the applicable Final Terms.
- (c) The currency in which any Notes are payable, if different from the currency of their denomination, shall be disregarded.
- (d) For any portion of a Tranche of Notes which has been redeemed or repurchased, the aggregate nominal amount of such Notes shall be calculated in accordance with the foregoing, but with the applicable pro rata reduction to each such Aggregate Nominal Amount.

The Principal Paying Agent shall promptly notify MLBV of each determination made as aforesaid.

15. **TAXES**

15.1 Prior to the first payment on any Instrument, the relevant Agent shall have submitted to the relevant Issuer, or shall have on file with the relevant Issuer, either (i) a properly executed Internal Revenue Service ("**IRS**") Form W-9 (or any successor form thereto) or (ii) IRS Form W-8IMY (or any successor form thereto) certifying it is a "qualified intermediary" under U.S. Treasury regulation section 1.1441-1(e)(5) and any IRS form required to avoid FATCA Withholding Tax, as applicable, and any Agent with respect to such Instruments shall have submitted to the relevant Issuer, or shall have on file with the

relevant Issuer, such IRS form(s) as are reasonably necessary or advisable (including a "withholding statement" and forms from any intermediary, if applicable) and shall submit updates of such forms upon the reasonable request of the relevant Issuer.

15.2 In respect of all Instruments, the relevant Agent shall use reasonable efforts to collect and retain IRS Forms W-8BEN, W-8BEN-E, W-8IMY, W-9 (or any successor forms thereto, including a "withholding statement", if applicable) from the relevant clearing system or Noteholder (and any intermediary) and shall forward a copy of such form to the relevant Issuer.

15.3 The relevant Agent with respect to an Instrument shall provide the relevant Issuer with any relevant information reasonably required by such Issuer in connection with such Agent's compliance with the tax requirements of this clause 15.

15.4 The relevant Agent with respect to any Instrument shall be entitled to make all payments net of any tax required to be withheld by applicable law.

16. **DUTIES OF THE PAYING AGENTS IN CONNECTION WITH EARLY REDEMPTION OF NOTES**

16.1 If MLBV elects to redeem any Notes (in whole or in part) for the time being outstanding before their Maturity Date in accordance with the Conditions, MLBV shall give notice of the decision to the Principal Paying Agent, stating the date on which such Notes are to be redeemed and the nominal amount of such Notes to be redeemed not less than two business days in London before the date on which MLBV will give notice to the Noteholders in accordance with the Conditions (or such shorter period as is acceptable to the Principal Paying Agent) of the redemption in order to enable the Principal Paying Agent to carry out its duties in this Agreement and in the Conditions.

16.2 If less than all of the Notes are to be redeemed, the Principal Paying Agent shall, in the case of Definitive Registered Notes, make the required drawing in accordance with the Conditions but shall give MLBV reasonable notice of the time and place proposed for the drawing (and MLBV shall be entitled to send representatives to attend the drawing) and shall, in the case of Notes in global form, co-ordinate the selection of Notes to be redeemed with Euroclear and Clearstream, Luxembourg, all in accordance with the Conditions and applicable law.

16.3 The Principal Paying Agent shall, on behalf of MLBV, publish the notice required in connection with any redemption and shall, if applicable, at the same time also publish a separate list of the serial numbers of any Notes in definitive form previously drawn and not presented for redemption. The redemption notice may include the date fixed for redemption, the redemption amount, the ISIN and Common Code of the Notes, the manner in which redemption will be effected, the nominal amount of the Notes to be redeemed, if less than all of such Series of Notes is being redeemed, and, in the case of a partial redemption of Definitive Registered Notes, the serial numbers of the Notes to be redeemed. The notice will be published in accordance with the Conditions. The Principal Paying Agent will also notify the other Paying Agents, as applicable, of any date fixed for redemption of any Notes.

16.4 Each Paying Agent will keep a stock of Put Notices (substantially in the form set out in Part 2 of Schedule 6) and will make them available on demand to holders of Definitive Registered Notes, the Conditions and/or the applicable Final Terms of which provide for redemption at the option of Noteholders. Upon receipt of any Note deposited in relation to the exercise of a put option in accordance with the Conditions, the Paying Agent with which the Note is deposited shall hold the Note on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of the relevant Note consequent upon the exercise of the option, when, subject as provided below, it shall present the Note to itself for payment of the amount due together with any interest or any other amounts due on the date of redemption, or delivery of the Entitlement(s) as specified in the relevant Asset Transfer Notice and subject to payment of all Expenses, in accordance

with the Conditions and the Paying Agent shall pay those moneys, or deliver the reference asset(s), in accordance with the directions of the Noteholder contained in the relevant Put Notice and, if applicable, the relevant Asset Transfer Notice. If, prior to the due date for its redemption, an Event of Default has occurred and is continuing or the Note becomes immediately due and repayable or if upon due presentation payment of the redemption moneys is improperly withheld or refused, the Paying Agent concerned shall post the Note by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder has otherwise requested and paid the costs of insurance to the relevant Paying Agent at the time of depositing the Notes) at the address (in the case of Notes which are not Rule 144A Notes, outside the United States and its territories and its possessions) given by the Noteholder in the relevant Put Notice or, in the case where no address has been given, to the address appearing in the Register. At the end of each period for the exercise of any put option, each Paying Agent shall promptly notify the Principal Paying Agent of the principal amount of the Notes in respect of which the option has been exercised with, in the case of Definitive Registered Notes, the Individual Note Certificates representing such Definitive Registered Notes together with their serial numbers and the Principal Paying Agent shall promptly notify those details to MLBV.

16.5 The Principal Paying Agent shall keep a full and complete record of all Notes and of their exercise, redemption and cancellation in accordance with this clause 16 and make such records available at all reasonable times to MLBV, the Guarantor, the Registrar, any Paying Agents and any persons authorised by MLBV or the Guarantor for inspection and for the taking of copies thereof or extracts therefrom.

16.6 The Principal Paying Agent shall, as soon as practicable after the date on which all the Global Registered Notes have been redeemed or have become null and void and upon delivery by or on behalf of the Common Depositary (in the case of a Global Note not issued under the NSS) or the Common Safekeeper (in the case of a Global Note issued under the NSS) of the relevant Global Note to the Principal Paying Agent, cancel the relevant Global Note or cause it to be cancelled and thereafter, unless otherwise instructed by MLBV or the Guarantor, destroy the relevant Global Note and upon written request by MLBV or the Guarantor certify such destruction to MLBV and the Guarantor.

17. DUTIES OF INSTRUMENT AGENTS IN CONNECTION WITH EARLY EXERCISE AND EARLY SETTLEMENT OF W&C INSTRUMENTS

17.1 If the relevant Issuer elects that, in respect of an issue of Warrants, all (but not less than all) of the outstanding Warrants of such issue will be automatically exercised in accordance with the Conditions, the relevant Issuer shall give notice of the decision to the relevant Instrument Agents, stating the Call Option Date and the amount (if any) to be paid on exercise of each such Warrant by 10.00 a.m. (local time in the city in which the relevant Instrument Agent is located) on the date on which the relevant Issuer will give notice to the relevant Holders in accordance with the Conditions of exercise in order to enable the relevant Instrument Agent, to carry out their duties under this Agreement and the Conditions.

17.2 If the relevant Issuer elects that the Exercise Date of all (but not less than all) of the outstanding Certificates of such issue will be brought forward in accordance with the Conditions, such Issuer shall give notice of the decision to the relevant Instrument Agent, stating the Call Option Date and the amount (if any) to be paid on exercise of each such Certificate by 10.00 a.m. (local time in the city in which the relevant Instrument Agent is located) on the date on which such Issuer will give notice to the relevant Holders in accordance with the Conditions of the exercise in order to enable the relevant Instrument Agents, to carry out their duties under this Agreement and in the Conditions.

17.3 The relevant Instrument Agent shall at the expense and request of the relevant Issuer cause to be published the notice required in connection with any election described in clause 17.1 or 17.2 above in accordance with the Conditions.

- 17.4 In the case of Warrants, each Instrument Agent will keep a stock of Exercise Notices in the form set out in Schedule 7 and will make them available on demand to Holders in accordance with the Conditions.
- 17.5 In the case of Certificates, each Instrument Agent will keep a stock of Put Notices in the form set out in Part 1 of Schedule 8 and will make them available on demand to Holders, if the Conditions provide for early exercise at the option of such Holders. Upon receipt of any duly completed Put Notice together with any Definitive Registered Certificates (where applicable) deposited with it in the valid exercise of a put option in accordance with the Conditions, the relevant Instrument Agent shall promptly notify the relevant Issuer and MLI thereof and shall, provided it is satisfied that the provisions of the Conditions relating to the exercise of such option have been complied with, arrange for payment (in the case of Certificates which are not Rule 144A Certificates, outside the United States and its possessions) of the relevant Put Option Cash Settlement Amount in accordance with the Conditions and the directions of such Holder contained in the relevant Put Notice.
- 17.6 If the relevant Issuer elects to cancel any W&C Instruments for the time being outstanding in accordance with Condition 8 (*Cancellation for Tax Reasons and Tax Compliance Reasons*), such Issuer shall give notice of the decision to the relevant Instrument Agent, stating the date on which the W&C Instruments are to be cancelled and the amount (if any) to be paid on exercise of each W&C Instrument by 10.00 a.m. (local time in the city in which the relevant Instrument Agent is located) on the date on which such Issuer will give notice to the relevant Holders in accordance with the Conditions of the exercise in order to enable the relevant Instrument Agent to carry out their duties in this Agreement and in the Conditions.
- 17.7 If less than all of the W&C Instrument are to be cancelled in accordance with Condition 8 (*Cancellation for Tax Reasons and Tax Compliance Reasons*), the relevant Instrument Agent shall, in the case of Definitive W&C Instruments, make the required drawing in accordance with the Conditions but shall give the relevant Issuer reasonable notice of the time and place proposed for the drawing (and the relevant Issuer shall be entitled to send representatives to attend the drawing) and shall, in the case of W&C Instruments in global form, co-ordinate the selection of W&C Instruments to be cancelled with the relevant clearing system, all in accordance with the Conditions and applicable law.
- 17.8 The relevant Instrument Agent shall, on behalf of the relevant Issuer, publish the notice required in connection with any cancellation in accordance with Condition 8 (*Cancellation for Tax Reasons and Tax Compliance Reasons*) and shall, if applicable, at the same time also publish a separate list of the serial numbers of any Definitive W&C Instruments previously drawn and not presented for cancellation. The cancellation notice shall specify the date fixed for cancellation, the amount to be paid on exercise of the W&C Instrument (if any), the manner in which cancellation will be effected and, in the case of a partial cancellation of Definitive W&C Instruments, the serial numbers of the W&C Instruments to be cancelled. The notice will be published in accordance with the Conditions. The relevant Instrument Agent will also notify the other Instrument Agents of any date fixed for cancellation of any W&C Instruments.
18. **RECEIPT AND PUBLICATION OF NOTICES**
- 18.1 Immediately after it receives a demand or notice from any Holder in accordance with the Conditions, the relevant Instrument Agent shall forward a copy to the relevant Issuer and, for demands and notices relating to Instruments other than Secured Instruments, the Guarantor.
- 18.2 On behalf of and at the request and expense of the relevant Issuer (failing which, in the case of Instruments other than Secured Instruments, the Guarantor), the relevant Instrument Agent shall cause to be published all notices required to be given by the relevant

Issuer and, if applicable, the Guarantor to the Holders in accordance with the Conditions or as may otherwise be set forth in the applicable Final Terms.

19. CANCELLATION OF NOTES

- 19.1 All Notes which are redeemed and all Global Notes which are exchanged in full shall be cancelled by the Paying Agent by which they are redeemed or exchanged. Any Notes which are purchased on behalf of MLBV, the Guarantor or any of their respective Subsidiaries may be surrendered to a Paying Agent for cancellation, and all such Notes shall be cancelled by the Paying Agent to which they are surrendered. Each of the Paying Agents shall give to the Principal Paying Agent details of all payments made by it and shall deliver all cancelled Notes to the Principal Paying Agent or as the Principal Paying Agent may specify.
- 19.2 The Principal Paying Agent shall deliver to MLBV, with a copy to the Guarantor, as soon as reasonably practicable and in any event within three months after the date of each purchase, repayment, payment, cancellation or replacement, as the case may be, a certificate stating:
- (a) the aggregate nominal amount of Notes which have been redeemed or purchased and the aggregate amount paid or Entitlements delivered in respect of them;
 - (b) the number of Notes cancelled;
 - (c) the aggregate amount paid in respect of interest on the Notes; and
 - (d) (in the case of Global Notes) the common code and ISIN (or other identifying code) or (in the case of Definitive Registered Notes) the serial numbers of the Individual Note Certificates.
- 19.3 The Principal Paying Agent shall destroy all cancelled Notes and, immediately following their destruction, send to MLBV, with a copy to the Guarantor, a certificate stating the serial numbers of the Individual Note Certificates so cancelled.
- 19.4 Without prejudice to the obligations of the Principal Paying Agent under clause 19.2, the Principal Paying Agent shall keep a full and complete record of all Notes and of their redemption, purchase on behalf of MLBV or the Guarantor or any of their respective Subsidiaries and cancellation, payment or replacement (as the case may be) and of all replacement Notes issued in substitution for mutilated, defaced, destroyed, lost or stolen Notes. The Principal Paying Agent shall at all reasonable times make the record available to MLBV, the Guarantor and any persons authorised by either of them for inspection and for the taking of copies of it or extracts from it.
- 19.5 The Principal Paying Agent is authorised by MLBV and instructed in the case of any Global Note which is intended to be held under the NSS, to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such redemption or purchase and cancellation, as the case may be; provided, that, in the case of a purchase and cancellation, MLBV has notified the Principal Paying Agent of the same in accordance with clause 19.1.
- 19.6 All records and certificates made or given pursuant to this clause 19 and clause 20 shall make a distinction between Global Notes or Definitive Registered Notes of each Series.

20. ISSUE OF REPLACEMENT NOTES

- 20.1 MLBV will cause a sufficient quantity of additional forms of Global Notes and Individual Note Certificates to be available, upon request, to the Principal Paying Agent at its specified office for the purpose of issuing replacement Notes as provided below.
- 20.2 The Principal Paying Agent will, subject to and in accordance with the Conditions and this clause, authenticate and cause to be delivered any replacement Notes which MLBV may

determine to issue in place of Notes which have been lost, stolen, mutilated, defaced or destroyed (or in the case of Global Notes issued under the NSS, the Principal Paying Agent shall instruct the Common Safekeeper to effectuate the same).

- 20.3 The Principal Paying Agent shall obtain verification in the case of an allegedly lost, stolen or destroyed Global Note or Individual Note Certificate, that the Note has not previously been redeemed, paid or exchanged, as the case may be. The Principal Paying Agent shall not issue any replacement Note unless and until the claimant shall have:
- (a) paid the costs and expenses incurred in connection with the issue, including any tax or other governmental charges that may be imposed in relation thereto;
 - (b) provided it with such evidence (including without limitation evidence as to the serial numbers of any Individual Note Certificate) and indemnity (which may include without limitation a bank guarantee) as MLBV and the Principal Paying Agent may require; and
 - (c) in the case of any mutilated or defaced Global Note or Individual Note Certificate, surrendered it to the Principal Paying Agent.
- 20.4 The Principal Paying Agent shall cancel any mutilated or defaced Notes in respect of which replacement Notes have been issued under this clause and shall furnish MLBV, with a copy to the Guarantor, with a certificate stating the Notes so cancelled and, in the case of Individual Note Certificates, the serial numbers of such Notes so cancelled and, unless otherwise instructed by MLBV in writing, shall destroy the cancelled Notes and give to MLBV, with a copy to the Guarantor, a destruction certificate containing the information specified in clause 19.3.
- 20.5 The Principal Paying Agent shall, on issuing any replacement Note, immediately inform MLBV, the Guarantor and the other Paying Agents of such replacement Notes and, in the case of Individual Note Certificates, of the serial number of such replacement Individual Note Certificate issued and (if known) of the serial number of the Individual Note Certificate in place of which the replacement Individual Note Certificate has been issued.
- 20.6 The Principal Paying Agent shall keep a full and complete record of all replacement Notes issued and shall make the record available at all reasonable times to MLBV, the Guarantor and any persons authorised by either of them for inspection and for the taking of copies of it or extracts from it.
- 20.7 Whenever any Note for which a replacement Note has been issued and in respect of which the serial number is known is presented to a Paying Agent for payment, the relevant Paying Agent shall immediately send notice of that fact to MLBV and the other Paying Agents.

21. COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION

- 21.1 The MLBV/MLICo. Guarantee shall be deposited with the Principal Paying Agent and shall be held in safe custody by it on behalf of the Holders of Instruments (other than Secured Instruments) at its specified office for the time being.
- 21.2 Each of the Instrument Agents shall hold available for inspection at its specified office during normal business hours copies of all documents required to be so available by the relevant Conditions of any Instruments or the rules of any relevant Stock Exchange (or any other relevant authority). For these purposes, the Issuers and, if applicable, the Guarantor shall provide the relevant Instrument Agents with sufficient copies of each of the relevant documents.

22. **MEETINGS OF HOLDERS**

- 22.1 The provisions of Part 1 of Schedule 9 shall apply to meetings of the Holders in respect of Notes, and the provisions of Part 2 of Schedule 9 shall apply to meetings of the Holders in respect of W&C Instruments, and shall have effect in the same manner as if set out in this Agreement.
- 22.2 Without prejudice to clause 22.1, each of the Instrument Agents on the request of any Holders shall issue voting certificates and block voting instructions in accordance with Schedule 9 and shall immediately give notice to the relevant Issuer in writing of any revocation or amendment of a block voting instruction. Each of the Instrument Agents and will keep a full and complete record of all voting certificates and block voting instructions issued by it and will, not less than 24 hours before the time appointed for holding a meeting or adjourned meeting, deposit at such place as the relevant Principal Instrument Agent shall approve, full particulars of all voting certificates and block voting instructions issued by it in respect of the meeting or adjourned meeting.

23. **DUTIES OF INSTRUMENT AGENTS TO NOTIFY THE SECURITY AGENT FOLLOWING A SECURED INSTRUMENT EVENT OF DEFAULT AND ACCELERATION EVENT**

- 23.1 Following a Secured Instrument Event of Default in respect of a Series of Secured Instruments and upon receipt of Acceleration Notices from Holders of at least 33 per cent., in respect of Secured Notes, in aggregate principal amount, or, in respect of Secured Instruments, in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding and if any such default is not waived or cured by the relevant Issuer in accordance with the relevant Secured Instruments Conditions prior to the receipt by the Relevant Secured Instrument Agent of the latest of such Acceleration Notice(s) required to exceed the 33 per cent. threshold specified above (an "**Acceleration Event**"), the Relevant Secured Instrument Agent shall, as soon as reasonably practicable after the occurrence of such Acceleration Event, send an Acceleration Instruction to the Security Agent. For the avoidance of doubt, the Security Agent shall be entitled to rely without enquiry on an Acceleration Instruction delivered by the Relevant Secured Instrument Agent and shall have no obligation to monitor or verify whether the 33 per cent threshold specified above has been met or to monitor or verify whether any Holder that has delivered an Acceleration Notice holds Waived Instruments or Non-Waived Instruments.
- 23.2 If the occurrence of an Acceleration Event and its consequences have been rescinded and annulled in accordance with the Secured Instruments Conditions, the Relevant Instrument Agent shall notify the Security Agent in writing of such rescission and annulment. The Security Agent shall be entitled to rely on any such notification from the Relevant Instrument Agent without further enquiry and shall incur no liability to any other party for any action taken or not taken prior to or as a result of such notification.
- 23.3 Following the occurrence of an Acceleration Event, the applicable Relevant Secured Instrument Agent shall arrange, upon request, for notices relating to the Series of Secured Instruments to which the Acceleration Event has occurred, to be communicated (i) to the Holders on behalf of the Security Agent and (ii) to the Security Agent on behalf of the Holders.
- 23.4 In acting under this clause 23 and in connection with any Series of Secured Instruments, the Relevant Secured Instrument Agent shall:
- (a) act solely as an agent of the relevant Issuer;
 - (b) not assume any obligations towards or relationship of agency or trust for or with any of the Holders of the such Secured Instruments; and

- (c) have no responsibility for verifying the validity of the signatures contained in any Acceleration Notice.

24. **COMMISSIONS AND EXPENSES**

The relevant Issuer (failing which, in the case of Instruments other than Secured Instruments, the Guarantor) agrees to pay to each Agent (a) such fees and commissions as the relevant Issuer, the Guarantor, if applicable, and each Agent shall separately agree in respect of the services of such Agent under this Agreement, and (b) promptly on demand any reasonable out of pocket expenses (including legal, printing, postage, fax, cable and advertising expenses) properly incurred by such Agent in connection with its services.

25. **INDEMNITY**

- 25.1 The relevant Issuer, failing which in the case of Instruments other than Secured Instruments only, the Guarantor, undertakes to indemnify and hold harmless each of the Instrument Agents and the Registrar against all losses, liabilities, costs (including, without limitation, legal fees and expenses), expenses, claims, actions or demands which the relevant Instrument Agent or the Registrar may reasonably incur or which may be made against the relevant Instrument Agent or the Registrar as a result of or in connection with the appointment or the exercise of or performance of the powers, discretions, authorities and duties of the Instrument Agent or the Registrar under this Agreement, except such as may result from such Instrument Agent's or Registrar's own negligence, bad faith or failure to comply with its obligations hereunder or that of its officers, employees or agents. In no event shall any Issuer or the Guarantor be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages, whether or not any such Issuer or the Guarantor has been advised of the possibility of such loss or damages.
- 25.2 Each of the Instrument Agents and the Registrar shall severally indemnify and hold harmless each of the Issuers and the Guarantor against any loss, liability, costs (including, without limitation, legal fees and expenses), expense, claim, action or demand which it may reasonably incur or which may be made against it as a result of the negligence, bad faith or material failure to comply with any of the obligations of such Instrument Agent or the Registrar under this Agreement or that of its officers, employees or agents. In no event shall the Instrument Agents or the Registrar be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages, whether or not the relevant Instrument Agent or the Registrar has been advised of the possibility of such loss or damages.
- 25.3 If, under any applicable law and whether pursuant to a judgment being made or registered or in the liquidation, insolvency or analogous process of any party hereto or for any other reason, any payment under or in connection with this Agreement is made or fails to be satisfied in a currency (the "**Other Currency**") other than that in which the relevant payment is expressed to be due (the "**Required Currency**") under this Agreement, then, to the extent that the payment (when converted into the Required Currency at the rate of exchange on the date of payment or, if it is not practicable for the payee to purchase the Required Currency with the Other Currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation, insolvency or analogous process, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the payee falls short of the amount due under the terms of this Agreement, the payor shall, as a separate and independent obligation, indemnify and hold harmless the payee against the amount of such shortfall. For the purpose of this clause 25, "**rate of exchange**" means the rate at which the payee is able on the relevant date to purchase the Required Currency with the Other Currency and shall take into account any premium and other costs of exchange.

- 25.4 The indemnities set out above shall survive any termination or expiration of this Agreement and the resignation or removal of the Instrument Agents or the Registrar.

26. **REPAYMENT BY THE INSTRUMENT AGENTS**

Upon the relevant Issuer being discharged from its obligations to make payments with respect to any Instruments pursuant to the relevant Conditions, and provided that there is no outstanding bona fide and proper claim in respect of any such payments, the Principal Instrument Agent shall forthwith on demand pay to the relevant Issuer sums equivalent to any amounts paid to it by or on behalf of such Issuer for the purposes of such payments.

27. **RESPONSIBILITY OF THE INSTRUMENT AGENTS AND THE REGISTRAR**

- 27.1 None of the Instrument Agents or the Registrar shall be responsible to anyone with respect to the validity of this Agreement or the Instruments or for any act or omission by it in connection with this Agreement or any Instrument except for its own negligence, default or bad faith, including that of its officers, directors and employees.

- 27.2 None of the Instrument Agents or the Registrar shall have any duty or responsibility in the case of any default by the relevant Issuer or, if applicable, the Guarantor in the performance of its obligations under the Conditions (except that the Instrument Agents and the Registrar shall perform the duties under clauses 2, 3, 4, 5 and 6 to the extent applicable upon performance as may be required by the relevant Issuer or the Guarantor, if applicable) or, in the case of receipt of a written demand from a Noteholder, with respect to such default, provided however that immediately on receiving any notice given by a Noteholder in accordance with Condition 11(A) (*Events of Default – Notes issued by MLBV*), the Principal Paying Agent notifies MLBV and, where applicable, the Guarantor of the fact and furnishes it with a copy of the notice.

- 27.3 Whenever in the performance of its duties under this Agreement an Instrument Agent or the Registrar shall deem it desirable that any matter be established by the relevant Issuer or, if applicable, the Guarantor prior to taking or suffering any action under this Agreement, the matter may be deemed to be conclusively established by a certificate signed by an Authorised Signatory on behalf of the relevant Issuer or the Guarantor, if applicable, and delivered to the Instrument Agent or the Registrar and the certificate shall be a full authorisation to the Instrument Agent or the Registrar for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon the certificate.

28. **CONDITIONS OF APPOINTMENT**

- 28.1 Each Instrument Agent shall be entitled to deal with money paid to it by the relevant Issuer or the Guarantor for the purpose of this Agreement in the same manner as other money paid to a banker by its customers except:

- (a) that it shall not exercise any right of set-off, lien or similar claim in respect of the money; and
- (b) that it shall not be liable to account to the Issuer or the Guarantor for any interest on the money.

No money held by any Instrument Agent need be segregated except as required by law.

- 28.2 In acting under this Agreement and in connection with the Instruments, each of the Instrument Agents and the Registrar shall act solely as an agent of the relevant Issuer and the Guarantor and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Instruments.

- 28.3 Each of the Instrument Agents and the Registrar undertakes to the Issuer and the Guarantor to perform its duties, and shall be obliged to perform the duties and only the duties,

specifically stated in this Agreement, the Conditions and the Procedures Memorandum, and no implied duties or obligations shall be read into any of those documents against any Instrument Agent or the Registrar, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances. Each of the Paying Agents (other than the Principal Paying Agent) agrees that if any information that is required by the Principal Paying Agent to perform the duties set out in Schedule 14 becomes known to it, it will promptly provide such information to the Principal Paying Agent.

- 28.4 The Instrument Agents and the Registrar may consult with legal and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of the advisers.
- 28.5 Each of the Instrument Agents and the Registrar shall be protected and shall incur no liability in respect of any action taken, omitted or suffered in reliance on any instruction from the relevant Issuer or the Guarantor or any document which it reasonably believes to be genuine and to have been delivered by the proper party or parties or on written instructions from the relevant Issuer or the Guarantor.
- 28.6 Any Instrument Agent and the Registrar and their officers, directors and employees may become the owner of, and/or acquire any interest in, any Instruments with the same rights that it or he would have had if the Instrument Agent concerned or the Registrar, as applicable, were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the relevant Issuer or the Guarantor and may act on, or as depositary, trustee or agent for, any committee or body of holders of Instruments or in connection with any other obligations of the relevant Issuer or the Guarantor as freely as if the Instrument Agents or the Registrar, as applicable, were not appointed under this Agreement.
- 28.7 Each Issuer and the Guarantor shall provide the Principal Paying Agent with a certified copy of the list of persons, together with specimen signature of such persons, authorised to execute documents and take action on its behalf in connection with this Agreement and shall notify the Principal Paying Agent immediately in writing if any of those persons ceases to be authorised or if any additional person becomes authorised together, in the case of an additional authorised person, with evidence satisfactory to the Principal Paying Agent that the person has been authorised.
- 28.8 Except as otherwise permitted in the Conditions or as ordered by a court of competent jurisdiction or as required by law or applicable regulations, MLBV, the Guarantor, the Registrar and each of the Paying Agents shall be entitled to treat the person whose name is registered in the Register as the holder of any Registered Note as absolute owner of it.
- 28.9 The amount of Notes that may be issued under the Programme may be increased by MLBV in accordance with the procedure set out in the English Law Programme Agreement. Upon any increase being effected, all references in this Agreement to the amount of Notes that may be issued under the Programme shall be deemed to be references to the increased amount.
- 28.10 Each Agent undertakes to inform the relevant Issuer in writing as soon as practicable if it is a FFI and fails to become or ceases to be a Participating FFI.

29. COMMUNICATIONS BETWEEN THE PARTIES

- 29.1 A copy of all communications relating to the subject matter of this Agreement between an Issuer or the Guarantor and any Instrument Agent (other than the Principal Paying Agent, Principal Warrant Agent or Principal Certificate Agent) shall be sent to the relevant Principal

Paying Agent, Principal Warrant Agent or Principal Certificate Agent, as applicable and (in the case of communications relating to the Secured Instruments) the Security Agent.

- 29.2 Any Agent shall seek further instructions and/or clarification of such instructions, without liability for any delay which such act may cause, if unclear or conflicting instructions are received from the Issuer, the Guarantor or any other relevant party.

30. CHANGES IN AGENTS IN RESPECT OF NOTES

- 30.1 MLBV and, if applicable, the Guarantor may terminate the appointment of the Paying Agents and/or the Registrar and/or appoint further or additional Paying Agents and/or Registrar, provided that, for so long as any Note is outstanding, or until moneys for the payment of all amounts in respect of all outstanding Notes have been made available to the Principal Paying Agent and have been returned to MLBV, as provided in this Agreement:

- (a) there will at all times be a Principal Paying Agent and a Registrar (which, in the case of the Registrar, shall be an entity with a specified office outside the United Kingdom);
- (b) so long as any Notes are listed on any Stock Exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent, which may be the Principal Paying Agent, with a specified office in such place as may be required by the rules and regulations of the relevant Stock Exchange or any other relevant authority;
- (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) in a jurisdiction within Europe other than any jurisdiction in which the Issuer, or, in the case of Notes issued by MLBV, the Guarantor, is incorporated;
- (d) so long as any of the Notes are represented by a Rule 144A Global Note held through DTC, a U.S. Paying Agent; and
- (e) a Calculation Agent.

Any variation, termination, appointment or change of a Paying Agent or the Registrar shall only take effect (other than in the case of insolvency or analogous event (as provided in clause 30.4) or where the relevant Agent is a FFI and fails to become or ceases to be a Participating FFI, when it shall be of immediate effect) after not less than 30 nor more than 45 calendar days' prior notice shall have been given to the relevant Agent and the Noteholders in accordance with Condition 14 (*Notices*) or, in respect of any variation, termination, appointment or removal of a Relevant Secured Instrument Agent, the Security Agent.

- 30.2 Each of the Principal Paying Agent and the Registrar may resign (subject as provided in clause 30.3) at any time by giving at least 90 calendar days' written notice to MLBV and, if applicable, the Guarantor specifying the date on which its resignation shall become effective (unless MLBV and, if applicable, the Guarantor agree to accept less notice).

- 30.3 Any resignation under clause 30.2 or removal of the Principal Paying Agent or the Registrar under clause 30.1 shall only take effect upon the appointment by MLBV and, if applicable, the Guarantor of a successor Principal Paying Agent or Registrar, as the case may be, and (other than in cases of insolvency of the Principal Paying Agent or the Registrar, as the case may be, or where the Principal Paying Agent or the Registrar, as the case may be, is a FFI and fails to become or ceases to be a Participating FFI) on the expiry of the notice to be given under clause 33. Each of MLBV and, if applicable, the Guarantor agrees with the Principal Paying Agent and the Registrar that if, by the day falling ten calendar days before the expiry of any notice under clause 30.2, MLBV and, if applicable, the Guarantor have not appointed a successor Principal Paying Agent or Registrar, as the case may be, then the Principal Paying Agent or the Registrar, as the case may be, shall be entitled, on behalf of MLBV and, if applicable, the Guarantor, to appoint in its place as a successor Principal Paying

Agent or Registrar, as the case may be, a reputable financial institution of good standing which MLBV and the Guarantor shall approve.

- 30.4 In case at any time any Agent resigns, or is removed, or becomes incapable of acting or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or a substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature or suspends payment of its debts, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a successor Agent which shall be a reputable financial institution of good standing may be appointed by MLBV and, if applicable, the Guarantor. Upon the appointment of a successor Agent and acceptance by it of its appointment and (other than in case of insolvency of the relevant Agent, or where the relevant Agent is a FFI and fails to become or ceases to be a Participating FFI, when it shall be of immediate effect) upon expiry of the notice to be given under clause 33, the relevant Agent so superseded shall cease to be an Agent under this Agreement.
- 30.5 Subject to clause 30.1, any Paying Agent (other than the Principal Paying Agent) may resign its appointment under this Agreement at any time by giving MLBV, if applicable, the Guarantor and the Principal Paying Agent at least 90 calendar days' written notice to that effect (unless MLBV and, if applicable, the Guarantor agree to accept less notice).
- 30.6 Upon its resignation or removal becoming effective, an Agent shall:
- (a) in the case of the Principal Paying Agent and/or the Registrar, immediately transfer all moneys and records held by it under this Agreement to the successor Agent, and, if applicable, deliver to the relevant clearing system such documentation as may be available to such Agent as may be required or necessary for the continued timely and efficient administration of any outstanding Notes; and
 - (b) be entitled to the payment by MLBV (failing which, in respect of Notes other than Secured Instruments, the Guarantor) of the commissions, fees and expenses payable in respect of its services under this Agreement before termination in accordance with the terms of clause 24.
- 30.7 Upon its appointment becoming effective, a successor or new Agent shall, without any further action, become vested with all the authority, rights, powers, duties and obligations of its predecessor with the same effect as if originally named as an Agent under this Agreement.

31. CHANGES IN AGENTS IN RESPECT OF W&C INSTRUMENTS

- 31.1 The relevant Issuer may terminate the appointment of the W&C Instrument Agents and/or the Registrar, as applicable, and/or appoint further or additional W&C Instrument Agents and/or Registrars, provided that there will at all times be:
- (a) a Principal Instrument Agent and a Registrar (which, in the case of the Registrar, shall be an entity with a specified office outside the United Kingdom);
 - (b) so long as any W&C Instruments are listed on any Stock Exchange or admitted to trading or listing by any other relevant authority, an Instrument Agent (which may be the Principal Instrument Agent) with a specified office in each location required by the rules and regulations of the relevant Stock Exchange or any other relevant authority;

- (c) there will at all times be a W&C Instrument Agent (which may be the Principal Instrument Agent) in a jurisdiction within Europe;
- (d) so long as any of the W&C Instruments are represented by a Rule 144A Global Instrument held through DTC, a U.S. Instrument Agent; and
- (e) a Calculation Agent.

Any variation, termination, appointment or removal of any of the W&C Instrument Agents or the Registrar shall take effect (other than in the case of insolvency or other analogous event (as provided in clause 31.4) or where the relevant Agent is a FFI and fails to become or ceases to be a Participating FFI, when it shall be of immediate effect) only after not less than 30 nor more than 45 calendar days' prior notice thereof shall have been given to the relevant Agent and the Holders in accordance with the Conditions or, in respect of any variation, termination, appointment or removal of a Relevant Secured Instrument Agent, the Security Agent.

- 31.2 Any W&C Instrument Agent or Registrar may resign (subject as provided in clause 31.3) its appointment hereunder at any time by giving to the relevant Issuer and, if applicable, the Guarantor at least 90 calendar days' written notice to the Issuers and, if applicable, the Guarantor specifying the date on which its resignation shall become effective (unless the relevant Issuer and, if applicable, the Guarantor agree to accept less notice).
- 31.3 Any resignation under clause 31.2 or removal of the W&C Instrument Agent or the Registrar under clause 30.1 shall only take effect upon the appointment by the relevant Issuer and, if applicable, the Guarantor of a successor W&C Instrument Agent or Registrar, as the case may be, and (other than in cases of insolvency of the W&C Instrument Agent or the Registrar, as the case may be, or where the W&C Instrument Agent or the Registrar, as the case may be, is a FFI and fails to become or ceases to be a Participating FFI) on the expiry of the notice to be given under clause 33. Each of the relevant Issuer and, if applicable, the Guarantor agrees with the W&C Instrument Agent and the Registrar that if, by the day falling ten calendar days before the expiry of any notice under clause 30.2, the relevant Issuer and, if applicable, the Guarantor have not appointed a successor W&C Instrument Agent or Registrar, as the case may be, then the W&C Instrument Agent or the Registrar, as the case may be, shall be entitled, on behalf of the relevant Issuer and, if applicable, the Guarantor, to appoint in its place as a successor W&C Instrument Agent or Registrar, as the case may be, a reputable financial institution of good standing which the relevant Issuer and, if applicable, the Guarantor shall approve.
- 31.4 In case at any time any Agent resigns, or is removed, or becomes incapable of acting or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or a substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature or suspends payment of its debts, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a successor Agent which shall be a reputable financial institution of good standing may be appointed by the relevant Issuer and, if applicable, the Guarantor. Upon the appointment of a successor Agent and acceptance by it of its appointment and (other than in case of insolvency of the relevant Agent, or where the relevant Agent is a FFI and fails to become or ceases to be a Participating FFI, when it shall be of immediate effect)

upon expiry of the notice to be given under clause 33, the relevant Agent so superseded shall cease to be an Agent under this Agreement.

31.5 Upon its resignation or removal becoming effective:

- (a) the Principal Instrument Agent, the U.S. Instrument Agent or the Registrar, as the case may be, shall forthwith transfer all moneys and the records referred to in clause 3.1 or clause 3.2 (in the case of Warrants), or clause 4.1 or 4.2 (in the case of Certificates) or clause 5 (in the case of W&C Instruments in registered form) and any other property, documents and records held by it under this Agreement (other than documents and records which it is obliged by law or regulation to retain or not to release) to the successor Principal Instrument Agent, the U.S. Instrument Agent or the Registrar, as the case may be, under this Agreement and, if applicable, deliver to the relevant clearing system such documentation as may be available to such Principal Instrument Agent, U.S. Instrument Agent or Registrar as may be required or necessary for the continued timely and efficient administration of any outstanding W&C Instruments, but shall have no other duties or responsibilities under this Agreement; and
- (b) the W&C Instrument Agent or shall be entitled to the payment by the relevant Issuer (failing which, in respect of Instruments other than Secured Instruments, the Guarantor) of its commission (if any) for the services previously rendered hereunder and to the reimbursement of all reasonable expenses (including legal fees) incurred in connection therewith, all in accordance with the terms of clause 24 hereof.

31.6 Upon its appointment becoming effective, a successor or new Agent shall, without any further action, become vested with all the authority, rights, powers, duties and obligations of its predecessor with the same effect as if originally named as an Agent under this Agreement.

32. **MERGER AND CONSOLIDATION**

Any entity into which any Instrument Agent or Registrar may be merged or converted, or any entity with which an Instrument Agent or Registrar may be consolidated, or any entity resulting from any merger, conversion or consolidation to which an Instrument Agent or Registrar shall be a party, or any entity to which an Instrument Agent or Registrar shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Instrument Agent or Registrar under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, unless otherwise required by the relevant Issuer or, if applicable, the Guarantor, and after the said effective date all references in this Agreement to the relevant Instrument Agent or Registrar shall be deemed to be references to such successor entity. The relevant Instrument Agent shall immediately give written notice of any such merger, conversion, consolidation or transfer to the Issuers, if applicable, and the Guarantor, and if appropriate, the Principal Paying Agent, Principal Warrant Agent, Principal Certificate Agent or Registrar, as applicable, and, in the case of any Relevant Secured Instrument Agent, to the Security Agent.

33. **NOTIFICATION OF CHANGES TO INSTRUMENT AGENTS OR REGISTRAR**

Following receipt of notice of resignation from an Instrument Agent or Registrar and immediately after appointing a successor or new Instrument Agent or Registrar, or on giving notice to terminate the appointment of any Instrument Agent or Registrar, the relevant Principal Instrument Agent (on behalf of and at the expense of the relevant Issuer, failing which, in the case of Instruments that are not Secured Instruments only, the Guarantor) shall give or cause to be given not more than 45 calendar days' nor less than 30 calendar

days' notice of the fact to the relevant Holders in accordance with the Conditions and, in the case of any Relevant Secured Instrument Agent, to the Security Agent.

34. CHANGE OF SPECIFIED OFFICE

If any of the Instrument Agents determines to change its specified office it shall give to the relevant Issuer, the Guarantor (if applicable) and the Principal Paying Agent, the Principal Warrant Agent, the Principal Certificate Agent and the Registrar and, in the case of any Relevant Secured Instrument Agent, the Security Agent, as applicable, written notice of that fact giving the address of the new specified office and stating the date on which the change is to take effect, which, except as otherwise agreed, shall not be less than 45 calendar days after the notice. The Principal Paying Agent, Principal Warrant Agent or the Principal Certificate Agent, as applicable, (on behalf and at the expense of the relevant Issuer (failing which, in respect of Instruments which are not Secured Instruments, the Guarantor)) shall within 15 calendar days of receipt of the notice (unless the appointment of the relevant Instrument Agent or Registrar is to terminate pursuant to clause 30 or clause 31, as applicable, on or prior to the date of the change) give or cause to be given not more than 45 calendar days' nor less than 30 calendar days' notice of the change to the relevant Holders in accordance with the Conditions.

35. COMMUNICATIONS

- 35.1 All communications shall be by facsimile, electronic mail communication (if an email or other address is provided in respect of the relevant receiving party) or letter delivered by hand, SWIFT message or other teleprocess or electronic medium system agreed between the parties or (but only where specifically provided in the Procedures Memorandum) by telephone. Each communication shall be made to the relevant party at the facsimile, electronic mail communication number, email address, SWIFT signature keys, other electronic information, address or telephone number and, in the case of a communication by facsimile, electronic mail communication or letter, marked for the attention of, or (in the case of a communication by telephone) made to, the person or department from time to time specified in writing by that party to the others for the purpose. The initial telephone number, facsimile number, email address and person or department so specified by each party are set out in clause 35.4 below.
- 35.2 A communication shall be deemed received (if by facsimile) when transmission is completed and an electronic confirmation of a successful transmission is generated by the facsimile machine of the party sending such communication, (if by telephone) when made or (if by letter or email) when delivered, in each case in the manner required by this clause. However, if a communication is received or (in the case of a communication by facsimile) transmitted after business hours on any business day or on a day which is not a business day in the place of receipt it shall be deemed to be received or transmission completed and become effective at the opening of business on the next business day in the place of receipt. Every communication shall be irrevocable save in respect of any manifest error in it.
- 35.3 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be:
- (a) in English; or
 - (b) if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.
- 35.4 All communications in relation to the Instruments shall be made to the relevant party currently as follows:

To MLBV: Merrill Lynch B.V.
Amstelplein 1
Rembrandt Tower
27th Floor
1096 HA Amsterdam
The Netherlands

Attention: Armstrong Okobia

Telephone No: +31 20 575 5600
Facsimile No: +31 20 557 1600
Email: armstrong.okobia@bofa.com

To MLICo.: Merrill Lynch International & Co. C.V.
Kaya W.F.G. (Jombi) Mensing 36
Curaçao

Attention: Corporate Secretarial Team

Email: dg.APAC_Corporate_Secretary@bofa.com

To the Guarantor: Bank of America Corporation
Bank of America Corporate Center
NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0065
United States of America

Attention: Corporate Treasury – Global Funding Transaction Management

Telephone No: +1 (866) 607-1234 (in the U.S.)
+1 (212) 449-6795 (internationally)
Facsimile No: +1 (704) 548-5999
Email: TMTreasuryFunding@bofa.com

To the Principal Paying Agent: Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: GCAS – London Client Delivery

Email: gcaslondonclientdelivery@bofa.com

To the U.S. Paying Agent: Bank of America, N.A.
200 N, College Street
Charlotte, North Carolina 28255
United States

Attention: GCSO Charlotte – Issuing Paying Agent, Registrar and Transfer Agent

Telephone No: +1 980 388 7051
Email: Corp.trust.ops@bofa.com

To the Principal Warrant Agent: Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ

United Kingdom

Attention: GCAS - London Client Delivery

Email: gcaslondonclientdelivery@bofa.com

To the U.S.
Warrant Agent: Bank of America, N.A.
200 N, College Street
Charlotte, North Carolina 28255
United States

Attention: GCSO Charlotte – Issuing and Paying Agent,
Registrar and Transfer Agent

Telephone No: +1 980 388 7051
Email: Corp.trust.ops@bofa.com

To the Principal
Certificate Agent: Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: GCAS – London Client Delivery
Email: gcaslondonclientdelivery@bofa.com

To the U.S.
Certificate Agent: Bank of America, N.A.
200 N, College Street
Charlotte, North Carolina 28255
United States

Attention: GCSO Charlotte – Issuing and Paying Agent,
Registrar and Transfer Agent

Telephone No: +1 980 388 7051
Email: Corp.trust.ops@bofa.com

To the Calculation
Agent (as specified
in the applicable
Final Terms): Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: Global Equity Linked Products

Facsimile No: +44 (0)20 7996 2373

Email: dg.structured_products_calculation_agents@bofa.com
dg.ssg_legal_london@bofa.com

OR

BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France

Attention: SSG Legal Department

Email:
dg.structured_products_calculation_agents@bofa.com
dg.ssg_legal_london@bofa.com

To the Registrar: Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

Attention: Asset Services
Email: ipa.europe@bofa.com

To the Security Agent: The Bank of New York Mellon
101 Barclay Street
New York
NY 10286
USA

Attention: Corp Trust Administration – BAML Institutional
Secured Instruments Programme

Facsimile No: + 1 212 815 5915

Email: STMG@bnymellon.com

cc:

The Bank of New York Mellon, London branch
One Canada Square
London E14 5AL
United Kingdom

Attention: Corporate Trust Administration – BAML Institutional
Secured Instruments Programme

Facsimile No: +44 207 964 2533

Email: corpsov1@bnymellon.com

or to such other address, telephone number, facsimile number or email address as any party may notify to the others in accordance with the terms hereof from time to time.

36. **TAXES AND STAMP DUTIES**

The relevant Issuer (failing which, in the case of Instruments other than Secured Instruments only, the Guarantor) agrees to pay any and all stamp and other documentary taxes or duties (other than any interest or penalties arising as a result of a failure by any other person to account promptly to the relevant authorities for any such duties or taxes after such person shall have received from the relevant Issuer or, if applicable, Guarantor, as the case may be, the full amount payable in respect thereof) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement.

37. **AMENDMENTS**

The relevant Instrument Agents and the relevant Issuer may agree, without the consent of the Holders, to:

- (a) any modification (except as mentioned in the Conditions) of the Instruments or this Agreement which is not prejudicial to the interests of the Holders; or
- (b) any modification of the Instruments or this Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law,

provided that no modification to clause 23 (*Duties of Instrument Agents to Notify the Security Agent following a Secured Instrument Event of Default and Acceleration Event*), clause 29 (*Communications between Parties*), clause 31 (*Changes in Agents in respect of W&C Instruments*), clause 32 (*Merger and Consolidation*), clause 33 (*Notification of Changes to Instrument Agent or Registrar*), clause 34 (*Change of Specified Office*), this clause 37 and clause 38 (*Security Agent*) of this Agreement in respect of Secured Instruments or to the Secured Instruments which would have the effect of increasing or altering the Security Agent's obligations or duties, exposing the Security Agent to any liability, or decreasing the rights or protections of the Security Agent in any way, may take effect without the prior written consent of the Security Agent.

Any modification so made shall be binding on the Holders and shall be notified to the Holders in accordance with Condition 14 (*Notices*) (in the case of Notes) or Condition 12 (*Notices*) (in the case of W&C Instruments) as soon as practicable after it has been agreed.

38. **SECURITY AGENT**

38.1 The parties to this Agreement acknowledge and agree that the Security Agent is party to this Agreement solely for the better enforcement and preservation of its rights and shall have no obligations or liabilities whatsoever to any of the parties under this Agreement.

38.2 For the avoidance of doubt, in performing its role under the Programme, the Security Agent does not act as an advisor to or fiduciary or trustee for the Holders of the Secured Instruments (either as a Series or individually) or any other party and nothing in this Agreement or any other document relating to the Programme shall be interpreted to constitute the Security Agent as a trustee or fiduciary of the Issuer, the Secured Instruments Collateral Provider, the Holders of the Secured Instruments or any other party.

39. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

40. **CONTRACTUAL RECOGNITION OF EU BAIL-IN**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between the parties to this Agreement, each of the parties acknowledges and accepts that an EU BRRD Liability arising under this Agreement may be subject to the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority, and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority in relation to any EU BRRD Liability of any EU BRRD Party to it under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the EU BRRD Liability, or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the EU BRRD Liability into shares, other securities or other obligations of the relevant EU BRRD Party or another person (and the issue to or conferral on it of such shares, securities or obligations);
 - (iii) the cancellation of the EU BRRD Liability; and/or
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant EU Resolution Authority to give effect to the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority.

41. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 41.1 This Agreement and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Agreement and its formation) shall be governed by, and construed in accordance with, English law.
- 41.2 The Issuers, (with respect to Instruments that are not Secured Instruments) the Guarantor and the Security Agent each irrevocably agrees for the benefit of the Agents that the courts of England are to have exclusive jurisdiction to settle any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Agreement and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts.
- 41.3 The Issuers, (with respect to Instruments that are not Secured Instruments) the Guarantor and the Security Agent each irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it and, subject to the jurisdiction of such courts and applicable law, may be enforced in the courts of any other jurisdiction.
- 41.4 Nothing contained in this clause shall limit any right of any party to this Agreement to take Proceedings against either Issuer (in the case of Instruments other than Secured Instruments) or the Guarantor or the Security Agent in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

- 41.5 Each of MLB, MLICo. and the Guarantor appoints Bank of America, National Association, London Branch at 2 King Edward Street, London EC1A 1HQ, United Kingdom (Att: General Counsel EMEA) as its agent for service of process, and undertakes that, in the event of Bank of America, National Association, London Branch ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this clause 41 shall affect the right to serve process in any other manner permitted by law.
- 41.6 The Security Agent hereby appoints The Bank of New York Mellon, London branch, at its registered office at One Canada Square, London, E14 5AL, United Kingdom as its agent for service of process, and undertakes that, in the event of The Bank of New York Mellon, London branch, ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this clause 41 shall affect the right to serve process in any other manner permitted by law.
- 41.7 For the avoidance of doubt, the Guarantor's obligations under this Agreement to any Agent (or any affiliate or other party) are to be governed by, and construed in accordance with, English law. Such obligations are distinct and independent from the payment and non-cash delivery obligations of the Guarantor in respect of the Instruments (other than Secured Instruments) under the MLB/MLICo. Guarantee, which is to be governed by, and construed in accordance with, the laws of the State of New York and in respect of which only the U.S. federal and state courts in the Borough of Manhattan in the City and State of New York shall have jurisdiction.

42. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

43. **INVALIDITY AND SEVERABILITY**

(a) **Invalidity, Illegality or Unenforceability**

If any provision of this Agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way thereby.

(b) **Severability**

If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected.

SCHEDULE 1

FORM OF CALCULATION AGENCY AGREEMENT

CALCULATION AGENCY AGREEMENT

DATED []

[MERRILL LYNCH B.V.]

[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

NOTE, WARRANT AND CERTIFICATE PROGRAMME

THIS AGREEMENT is dated []

BETWEEN:

- [(1) **MERRILL LYNCH B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands and having its registered office at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, The Netherlands, registered with the Trade Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 56457103 (the "**Issuer**")];]
- [(2) **MERRILL LYNCH INTERNATIONAL & CO. C.V.**, a limited partnership of unlimited duration incorporated under the laws of Curaçao, having its registered office at Kaya W.F.G. (Jombi) Mensing 36, Curaçao, registered under register number 11705 in the Commercial Registry of the Chamber of Commerce and Industry in Curaçao (the "**Issuer**")];]
- (3) **[BANK OF AMERICA CORPORATION]**, a Delaware corporation, as guarantor in respect of Instruments which are not Secured Instruments (the "**Guarantor**")]; and
- (4) [] of [] (the "**Calculation Agent**", which expression shall include any successor calculation agent appointed under this Agreement).

WHEREAS:

- (A) The Issuer [has][and the Guarantor have] entered into an Amended and Restated English Law Programme Agreement dated 13 May 2022 with, *inter alios*, Merrill Lynch International and BofA Securities Europe SA (as the same may be amended, supplemented and/or restated from time to time) pursuant to which the Issuer may issue [Notes]/[Warrants]/[Certificates] pursuant to the Note, Warrant and Certificate Programme of Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V. (the "**Programme**").
- (B) [The Guarantor has unconditionally and irrevocably guaranteed the payment and non-cash delivery obligations of the Issuer for the Instruments (other than the Secured Instruments) issued under the Programme to the extent and on the terms set forth in a guarantee dated 13 May 2022 (the "**MLBV/MLCo. Guarantee**").]
- (C) Terms and expressions defined in the Amended and Restated English Law Agency Agreement for the Programme dated 13 May 2022, among, *inter alios*, the Issuer, the Guarantor, Bank of America, N.A. (operating through its London Branch) and the other agents named therein (as the same may be amended, supplemented and/or restated from time to time, the "**English Law Agency Agreement**"), shall have the same meanings in this Agreement, except where the context otherwise requires or unless otherwise stated.

IT IS AGREED:

1. APPOINTMENT OF THE CALCULATION AGENT

- 1.1 The Calculation Agent is appointed, and the Calculation Agent agrees to act, as Calculation Agent in respect of each Series of Instruments of the Issuer issued on or after the date hereof under the Programme and for which the Calculation Agent is named as such in the applicable Final Terms (the "**Relevant Instruments**") for the purposes set out in clause 2 and on the terms of this Agreement. The agreement of the parties that this Agreement is to apply to a specific Series of Relevant Instruments shall be evidenced by the naming of the Calculation Agent as such in the applicable Final Terms.
- 1.2 The appointment of the Calculation Agent in respect of the Relevant Instruments shall continue as long as the Relevant Instruments remain outstanding, regardless of any

amendment or modification of the Programme from time to time, until such appointment is terminated in accordance with clause 6.

2. **DUTIES OF CALCULATION AGENT**

The Calculation Agent shall in relation to each Series of Relevant Instruments perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Instruments (the "**Conditions**"). [In addition, the Calculation Agent agrees that it will provide a copy of all determinations and calculations made by it which affect the nominal amount outstanding of any Relevant Instruments which are Notes and which are identified in the applicable Final Terms as being held under the NSS to the Principal Paying Agent to the contact details set out in the Procedures Memorandum.]¹

3. **EXPENSES**

The arrangements in relation to expenses will be separately agreed by the Issuer and the Calculation Agent in relation to each Series of Relevant Instruments.

4. **INDEMNITY**

- 4.1 The Issuer[, failing whom the Guarantor,] shall indemnify and keep indemnified the Calculation Agent and any of its directors, officers, employees and agents against any losses, liabilities, costs, claims, actions or demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Calculation Agent may reasonably incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this Agreement except such as may result from its own wilful default, negligence or bad faith or that of its officers, directors, agents or employees, or the material breach by it of the terms of this Agreement.
- 4.2 The Calculation Agent shall indemnify the Issuer [and the Guarantor] and any of [its/their] respective directors, officers, employees and agents against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Issuer [or the Guarantor] may reasonably incur or which may be made against the Issuer [or the Guarantor] as a result of the Calculation Agent's wilful default, negligence or bad faith or that of its officers, directors, agents or employees or the material breach by it of the terms of this Agreement.
- 4.3 The indemnities set out above shall survive any termination of the Agreement.

5. **CONDITIONS OF APPOINTMENT**

- 5.1 In acting under this Agreement and in connection with the Relevant Instruments, the Calculation Agent shall act solely as an agent of the Issuer [and the Guarantor] and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Relevant Instruments.
- 5.2 In relation to each Series of Relevant Instruments, the Calculation Agent shall be obliged to perform the duties and only the duties specifically stated in this Agreement, the Conditions and the Procedures Memorandum and no implied duties or obligations shall be read into this Agreement or the Conditions against the Calculation Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent expert in comparable circumstances.

¹ Delete unless the Relevant Instruments are Global Notes which are being held under the NSS.

- 5.3 The Calculation Agent may consult with legal and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of the advisers.
- 5.4 The Calculation Agent shall be protected and shall incur no liability in respect of any action taken, omitted or suffered in reliance on any instruction from the Issuer [or the Guarantor] or any document which it reasonably believes to be genuine and to have been delivered by an authorised representative of the Issuer [or the Guarantor] or other proper party or on written instructions from the Issuer [or the Guarantor].
- 5.5 The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Instruments with the same rights that it or he would have had if the Calculation Agent were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer [or the Guarantor] and may act on, or as depositary, trustee or agent for, any committee or body of holders of Instruments or in connection with any other obligations of the Issuer [or the Guarantor] as freely as if the Calculation Agent were not appointed under this Agreement.

6. TERMINATION OF APPOINTMENT

- 6.1 The Issuer [or the Guarantor] may terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent at least 45 calendar days prior written notice to that effect, provided that, so long as any of the Relevant Instruments is outstanding, notice shall be given in accordance with the Conditions to the holders of the Relevant Instruments.

- 6.2 Notwithstanding the provisions of clause 6.1, if at any time:

- (a) the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; or
- (b) the Calculation Agent fails duly to perform any function or duty imposed on it by the Conditions and this Agreement,

the Issuer [or the Guarantor] may immediately without notice terminate the appointment of the Calculation Agent, in which event notice of the termination shall be given to the holders of the Relevant Instruments in accordance with the Conditions as soon as practicable.

- 6.3 The termination of the appointment of the Calculation Agent under clauses 6.1 or 6.2 shall not entitle the Calculation Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.
- 6.4 The Calculation Agent may resign its appointment under this Agreement at any time by giving to the Issuer [and the Guarantor] at least 90 calendar days prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Issuer shall promptly give notice of the resignation to the holders of the Relevant Instruments in accordance with the Conditions.
- 6.5 Notwithstanding the provisions of clauses, 6.1, 6.2 and 6.4, so long as any of the Relevant Instruments are outstanding, the termination of the appointment of the Calculation Agent

(whether by the Issuer [or the Guarantor] or by the resignation of the Calculation Agent) shall not be effective unless upon the expiry of the relevant notice a successor Calculation Agent has been appointed.

- 6.6 Upon its appointment becoming effective, a successor Calculation Agent shall without any further action, become vested with all the authority, rights, powers, duties and obligations of its predecessor with the same effect as if originally named as the Calculation Agent under this Agreement.
- 6.7 If the appointment of the Calculation Agent under this Agreement is terminated (whether by the Issuer [or the Guarantor], or by the resignation of the Calculation Agent), the Calculation Agent shall on or prior to the date on which the termination takes effect deliver to the successor Calculation Agent any records concerning the Relevant Instruments maintained by it (except those documents and records which it is obliged by law or regulation to retain or not to release), but shall have no other duties or responsibilities under this Agreement.
- 6.8 Any entity into which the Calculation Agent may be merged or converted, or any entity with which the Calculation Agent may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Calculation Agent shall be a party, or any entity to which the Calculation Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement, unless otherwise required by the Issuer [or the Guarantor], and after the said effective date all references in this Agreement to the Calculation Agent shall be deemed to be references to such successor entity. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer [, the Guarantor] and the Principal Paying Agent by the Calculation Agent.
- 6.9 Upon the termination of the appointment of the Calculation Agent, the Issuer [or the Guarantor] shall make all reasonable efforts to appoint a further bank or investment bank as successor Calculation Agent.

7. COMMUNICATIONS

- 7.1 All communications shall be by fax, email or letter delivered by hand. Each communication shall be made to the relevant party at the fax number, email address or address and marked for the attention of the person or department from time to time specified in writing by that party to the others for the purpose. The initial fax number, email address and person or department so specified by each party are set out in the Procedures Memorandum or, in the case of the Calculation Agent, on the signature page of this Agreement.
- 7.2 A communication shall be deemed received (if by fax) when transmission is completed and an electronic confirmation of a successful transmission is generated by the fax machine of the party sending such communication or (if by email or letter) when delivered, in each case in the manner required by this clause 7. However, if a communication is received or (in the case of communication by fax) transmission completed after business hours on any business day or on a day which is not a business day in the place of receipt it shall be deemed to be received and become effective at the opening of business on the next business day in the place of receipt. Every communication shall be irrevocable save in respect of any manifest error in it.
- 7.3 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be:
- (a) in English; or

- (b) if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.

8. **DESCRIPTIVE HEADINGS AND COUNTERPARTS**

- 8.1 The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.
- 8.2 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9. **[CONTRACTUAL RECOGNITION OF EU BAIL-IN]**

- 9.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between the parties to this Agreement, each of the parties acknowledges and accepts that an EU BRRD Liability arising under this Agreement may be subject to the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority, and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority in relation to any EU BRRD Liability of any EU BRRD Party to it under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the EU BRRD Liability, or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the EU BRRD Liability into shares, other securities or other obligations of the relevant EU BRRD Party or another person (and the issue to or conferral on it of such shares, securities or obligations);
 - (iii) the cancellation of the EU BRRD Liability; and/or
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant EU Resolution Authority to give effect to the exercise of EU Bail-in Powers by the Relevant EU Resolution Authority.

- 9.2 For the purposes of clause 9.1:

- (a) **"EEA Member State"** means any member state of the European Union, Iceland, Liechtenstein and Norway;
- (b) **"EU Bail-in Legislation"** means in relation to an EEA Member State which has implemented, or which at any time implements, the EU BRRD, the relevant implementing law or regulation as described in the EU Bail-in Legislation Schedule from time to time;
- (c) **"EU Bail-in Legislation Schedule"** means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <https://www.lma.eu.com/documents-guidelines/eu-bail-legislation-schedule> (or any such successor web page);

- (d) **"EU Bail-in Powers"** means any Write-down and Conversion Powers in relation to the relevant EU Bail-in Legislation;
- (e) **"EU BRRD"** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended;
- (f) **"EU BRRD Liability"** means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable EU Bail-in Legislation may be exercised;
- (g) **"EU BRRD Party"** means the Calculation Agent;
- (h) **"Relevant EU Resolution Authority"** means the resolution authority with the ability to exercise any EU Bail-in Powers in relation to the Calculation Agent; and
- (i) **"Write-down and Conversion Powers"** has the meaning given to it in the EU Bail-in Legislation Schedule.]²

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 11.1 This Agreement and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Agreement and its formation) shall be governed by, and construed in accordance with, English law.
- 11.2 The Issuer [and the Guarantor] each irrevocably agrees for the benefit of the Calculation Agent that the courts of England are to have jurisdiction to settle any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Agreement and that accordingly any suit, action or proceedings (together referred to as **"Proceedings"**) arising out of or in connection with this Agreement may be brought in such courts.
- 11.3 The Issuer [and the Guarantor] each irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it and, subject to the jurisdiction of such courts and applicable law, may be enforced in the courts of any other jurisdiction.
- 11.4 Nothing contained in this clause shall limit any right to take Proceedings against the Issuer [or the Guarantor] in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 11.5 [For the avoidance of doubt, the Guarantor's obligations under this Agreement to the Calculation Agent (or any affiliate or other party) are to be governed by, and construed in accordance with, English law. Such obligations are distinct and independent from the payment or delivery obligations of the Guarantor in respect of the Relevant Instruments in the MLBV/MLICo. Guarantee, and the MLBV/MLICo. Guarantee are governed by, and are to be construed in accordance with, the laws of the State of New York and in respect of which

² To be inserted and modified as needed.

only the U.S. federal court in the Borough of Manhattan in the City and State of New York shall have jurisdiction.]

11.6 The Issuer [and the Guarantor each] appoint[s] Bank of America, National Association, London Branch at 2 King Edward Street, London, EC1A 1HQ, United Kingdom (Att: General Counsel EMEA) as its agent for service of process, and undertakes that, in the event of Bank of America, National Association, London Branch ceasing so to act or ceasing to be registered in England, it will appoint another person[, as the Guarantor may approve,] as its agent for service of process in England in respect of any Proceedings. Nothing in this clause 11 shall affect the right to serve process in any other manner permitted by law.

11.7 This Agreement has been entered into on the date stated at the beginning of this Agreement.

12. **INVALIDITY AND SEVERABILITY**

(a) **Invalidity, Illegality or Unenforceability**

If any provision of this Agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way thereby.

(b) **Severability**

If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected.

[MERRILL LYNCH B.V.]

By:

(Authorised Representative)]

[MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)

By:

(●)]

[BANK OF AMERICA CORPORATION

By:

(Authorised Signatory)]

[CALCULATION AGENT]

[Address of Calculation Agent]

Facsimile No: []

Email: []

Attention: []

By:

(Authorised Signatory)

SCHEDULE 2

PART 1

TERMS AND CONDITIONS OF THE NOTES

TERMS AND CONDITIONS OF THE NOTES

*The following are the "Terms and Conditions of the Notes" which will be endorsed on, incorporated by reference into or attached to each Global Note (as defined below) and each individual note certificate (an "**Individual Note Certificate**") representing a Registered Note (as defined below) in definitive form (a "**Definitive Registered Note**"), and in the case of Individual Note Certificates only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer, as applicable, and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Individual Note Certificate will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (as defined below) in relation to any Tranche (as defined below) of Notes may specify other terms and conditions (including the Additional Terms and Conditions described below) which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Tranche of Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and Individual Note Certificate, as applicable.*

This Note is one of a Series (as defined below) of notes (the "**Notes**") issued by whichever of Bank of America Corporation ("**BAC**"), BofA Finance LLC ("**BofA Finance**") or Merrill Lynch B.V. ("**MLBV**") is specified as the Issuer in the applicable Final Terms (the "**Issuer**"), and references to the Issuer shall be construed accordingly.

References herein to the "Notes" shall be references to the Notes of a Series and shall mean:

- (a) in relation to any Registered Note represented by a global Note (a "**Global Note**"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any Definitive Registered Notes issued in exchange for a Global Note.

References herein to a Global Note shall include any Euroclear/CBL Global Registered Note, (as defined below) in respect of a Series of Notes.

Notes issued by BAC and BofA Finance have the benefit of a New York Law Agency Agreement dated 13 May 2022 (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**New York Law Agency Agreement**") which is governed by the laws of the State of New York and made among BAC, in its capacity as Issuer and as Guarantor, BofA Finance, in its capacity as Issuer, Bank of America, N.A. (operating through its London Branch) as principal paying agent (the "**Principal Paying Agent**"), Bank of America Europe DAC as registrar (the "**Registrar**") and the other agents named therein.

Any additional or successor paying agents appointed under the New York Law Agency Agreement, together with the Principal Paying Agent, are referred to herein as the "**BAC/BofA Finance Paying Agents**".

Notes issued by MLBV have the benefit of an Amended and Restated English Law Agency Agreement dated 13 May 2022 (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**English Law Agency Agreement**" and, together with the New York Law Agency Agreement, the "**Agency Agreements**") which is governed by English law and made among MLBV, in its capacity as Issuer, Merrill Lynch International & Co. C.V., in its capacity as Issuer, BAC in its capacity as Guarantor, the Principal Paying Agent, Bank of America, N.A. as U.S. paying agent (the "**U.S. Paying Agent**"), the Registrar and the other agents named therein.

Any additional or successor payment agents appointed under the English Law Agency Agreement, together with the Principal Paying Agent and the U.S. Paying Agent, are referred to herein as the "**MLBV Paying Agents**". The BAC/BofA Finance Paying Agents and the MLBV Paying Agents are referred to herein as the "**Paying Agents**".

References herein to the "**applicable Agency Agreement**" shall mean (i) the New York Law Agency Agreement, in the case of Notes issued by BAC or BofA Finance, or (ii) the English Law Agency Agreement, in the case of Notes issued by MLBV, as applicable.

References herein to the "**Agents**" are to the Registrar and the Paying Agents and any reference to an "**Agent**" is to any one of them.

The applicable Final Terms (the "**Final Terms**") for the Notes (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to, endorsed on or constituting a part of the Note which supplement these Terms and Conditions (the "**Terms and Conditions**", or the "**Conditions**") and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of the Note. References to the "**applicable Final Terms**" are to Part A of the Final Terms (or the relevant provisions thereof) attached to, endorsed on or constituting a part of the Note.

The additional Terms and Conditions (the "**Additional Terms and Conditions**") contained in Annex 1 in the case of Index Linked Notes (together with Annex 16 where Index-Linked Futures Contracts are referenced), Annex 2 in the case of Share Linked Notes, Annex 4 in the case of GDR/ADR Linked Notes, Annex 5 in the case of FX Linked Notes, Annex 6 in the case of Commodity Linked Notes, Annex 7 in the case of Fund Linked Notes, Annex 8 in the case of Inflation Linked Notes, Annex 9A in the case of Credit Linked Notes, Annex 10 in the case of Physical Delivery Notes, Annex 11A in the case of Rule 144A Notes, Annex 13 or Annex 14 in the case of Secured Notes (each as defined below), Annex 15 in the case of Preference Share Linked Notes and/or Annex 17 in the case of Notes for which "Floating Rate Note Provisions" is specified as applicable in the applicable Final Terms will apply to, and form part of the Terms and Conditions of the Notes if and to the extent specified in the applicable Final Terms.

The payment of principal, interest and all other amounts payable and/or delivery of non-cash consideration deliverable in respect of the Notes (other than Secured Notes) issued by MLBV are unconditionally and irrevocably guaranteed by BAC (in such capacity, the "**Guarantor**") pursuant to a guarantee (the "**MLBV/MLICo. Guarantee**") dated 13 May 2022 executed by BAC. The payment of principal, interest and all other amounts payable in respect of the Notes issued by BofA Finance are unconditionally and irrevocably guaranteed by the Guarantor pursuant to a guarantee (the "**BofA Finance Guarantee**") and, together with the MLBV/MLICo. Guarantee, the "**Guarantees**" and each, a "**Guarantee**") dated 13 May 2022 executed by BAC. The original of each Guarantee is held by the Principal Paying Agent on behalf of the Holders of the Notes (other than Secured Notes (as defined below)) issued by MLBV or BofA Finance, as the case may be, at its specified office. For the avoidance of doubt, the Secured Notes issued by MLBV are not guaranteed by BAC, and Holders of such Secured Notes will not be able to claim under the terms of the MLBV/MLICo. Guarantee for any unpaid amounts and any such shortfall will not constitute an unsecured claim by such Holder of Secured Notes against the Guarantor.

Any reference to "**Noteholders**" or "**Holders**" shall mean the person in whose name a Registered Note is registered and in relation to any Notes represented by a Global Note.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates (if applicable) and/or Issue Prices (each as defined below).

The Holders of the Notes issued by MLBV and held through Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") are entitled to the benefit of the Notes Deed of Covenant (the "**MLBV Notes Deed of Covenant**") dated 13 May 2022 and made by MLBV. The original of the MLBV Notes Deed of Covenant is held by a common depositary for Euroclear and Clearstream, Luxembourg (each as defined below) (the "**Common Depositary**"). For the avoidance of doubt, Holders of Notes issued by MLBV and held through The Depository Trust Company ("**DTC**") are not entitled to the benefit of the direct rights under the MLBV Notes Deed of Covenant.

Copies of the New York Law Agency Agreement are available for viewing and can be obtained during normal business hours at the specified office of each BAC/BofA Finance Paying Agent. Copies of the English Law Agency Agreement and the MLBV Notes Deed of Covenant are available for viewing and can be obtained during normal business hours at the specified office of each of the MLBV Paying Agents. Copies of the BofA Finance Guarantee and the MLBV/MLICo. Guarantee are available for viewing and can be obtained during normal business hours at the specified offices of the Principal Paying Agent. Copies of the applicable Final Terms are available for viewing and can be obtained during normal

business hours at the specified office of the relevant Dealer and the applicable Paying Agents only by a Holder (as defined in Condition 1 or "Annex 11A – *Additional Terms and Conditions for Rule 144A Notes*" as applicable) holding one or more Notes and such Holder must produce evidence satisfactory to the Issuer or the relevant Paying Agent as to its holding of such Notes and identity. The Offering Circular and, in the case of Notes admitted to trading on the Luxembourg Stock Exchange's Euro MTF, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Final Terms relating to Notes listed and/or admitted to trading on any other stock exchange or market will be published in accordance with the rules and regulations of such stock exchange or market.

The Noteholders are deemed to have notice of, are entitled to the benefit of and are bound by all the provisions of the applicable Agency Agreement, the relevant Guarantee (if applicable), the MLBV Notes Deed of Covenant (if applicable) and the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the applicable Agency Agreement.

Words and expressions defined in the applicable Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the applicable Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. **Form, Denomination and Title**

The Notes will be issued in registered form ("**Registered Notes**") and, in the case of Individual Note Certificates, serially numbered, in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms subject to compliance with all applicable legal and regulatory requirements. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination, or subdivided or reissued in a smaller denomination.

The Notes may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, Inflation Linked Interest Notes, interest bearing Credit Linked Notes or a combination of any of the foregoing, or the Notes may be Preference Share Linked Notes, depending on the Interest Basis specified in the applicable Final Terms.

The Notes may be Instalment Notes, Partly Paid Notes, Index Linked Redemption Notes (together with Index Linked Interest Notes, "**Index Linked Notes**"), Share Linked Redemption Notes (together with Share Linked Interest Notes, "**Share Linked Notes**"), GDR/ADR Linked Redemption Notes (together with GDR/ADR Linked Interest Notes, "**GDR/ADR Linked Notes**"), FX Linked Redemption Notes (together with FX Linked Interest Notes, "**FX Linked Notes**"), Commodity Linked Redemption Notes (together with Commodity Linked Interest Notes, "**Commodity Linked Notes**"), Fund Linked Redemption Notes (together with Fund Linked Interest Notes, "**Fund Linked Notes**"), Inflation Linked Redemption Notes (together with Inflation Linked Interest Notes, "**Inflation Linked Notes**"), Credit Linked Notes, or a combination of any of the foregoing, or the Notes may be Preference Share Linked Notes, depending upon the Redemption/Payment Basis specified in the applicable Final Terms. The Notes issued by MLBV may be secured by a segregated pool of Collateral Assets (the "**Secured Notes**").

If the applicable Final Terms specify "Physical Delivery Notes" to be applicable, the Note may be redeemed by delivery of the Entitlement, and "Annex 10 – *Additional Terms and Conditions for Physical Delivery Notes*" shall apply.

Subject as set out below, title to Registered Notes shall, subject to mandatory rules of law, pass by registration in the Register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the applicable Agency Agreement.

For so long as any of the Notes are represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Guarantor (in the case of Notes (other than Secured Notes) issued by MLBV and Notes issued by BofA Finance), the Registrar and the Paying Agents, as applicable, as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal, premium (if any) or interest or any other amounts payable on, or (if applicable) deliveries in respect of, such nominal amount of such Notes, for which purpose the registered holder of the relevant Global Note shall be treated by the Issuer, the Guarantor (in the case of Notes (other than Secured Notes) issued by MLBV or Notes issued by BofA Finance), the Registrar and any Paying Agent, as applicable, as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note (and the expression "**Holder**" and related expressions shall be construed accordingly).

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Paying Agent from time to time and notified to the Noteholders in accordance with Condition 14 (*Notices*).

Definitions

As used in the Terms and Conditions, the following expressions have the following meanings:

"Commodity Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "Commodity Linked" in the applicable Final Terms.

"Commodity Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Commodity Linked" in the applicable Final Terms.

"Credit Linked Notes" means any Notes in respect of which the Additional Terms and Conditions set forth in "Annex 9A – *Additional Terms and Conditions for Credit Linked Notes*" are specified as being applicable in the applicable Final Terms.

"Euroclear/CBL Global Registered Note" means a global note in registered form held on behalf of Euroclear and Clearstream, Luxembourg.

"Fund Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "Fund Linked" in the applicable Final Terms.

"Fund Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Fund Linked" in the applicable Final Terms.

"FX Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "FX Linked" in the applicable Final Terms.

"FX Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "FX Linked" in the applicable Final Terms.

"GDR/ADR Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "GDR/ADR Linked" in the applicable Final Terms.

"GDR/ADR Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "GDR/ADR Linked" in the applicable Final Terms.

"Index Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "Index Linked" in the applicable Final Terms.

"Index Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Index Linked" in the applicable Final Terms.

"Inflation Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "Inflation Linked" in the applicable Final Terms.

"Inflation Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Inflation Linked" in the applicable Final Terms.

"Preference Share Linked Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Preference Share Linked" in the applicable Final Terms.

"Register" means the relevant register held by the Registrar in respect of Registered Notes.

"Share Linked Interest Notes" means any Notes in respect of which the "Interest linked to one or more Reference Item(s) provisions" are specified to be applicable and the "Interest Basis" is specified to be "Share Linked" in the applicable Final Terms.

"Share Linked Redemption Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Share Linked" in the applicable Final Terms.

2. **Exchange and Transfer of Notes**

(A) *Exchange of Notes*

In the case of an exchange of a Global Note for one or more Individual Note Certificates, the Registrar will reflect any such exchange on the Register, and one or more new Individual Note Certificates will be issued to the designated transferee or transferees by the Principal Paying Agent.

(B) *Notes held in Euroclear and Clearstream, Luxembourg*

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be.

(C) *Transfer of Definitive Registered Notes and Global Notes*

Subject to Condition 2(F) (*Closed Periods*), transfers of Definitive Registered Notes or Global Notes are effected upon the surrender (at the specified office of the Principal Paying Agent) of the Individual Note Certificates or Global Note, as applicable, to be transferred together with the form of transfer endorsed on such Individual Note Certificates or Global Note, as applicable (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing, and such other evidence as the Principal Paying Agent may reasonably require. The Registrar will reflect any such transfer on the Register in respect of the holding being transferred. In the case of the transfer of all of a holding of Notes represented by one Individual Note Certificate or Global Note, as applicable, the Principal Paying Agent will cancel the Individual Note Certificate or Global Note, as applicable, surrendered by the transferor, and one new Individual Note Certificate or Global Note, as applicable, will be issued to

the designated transferee (following the transferee's surrender of any existing Individual Note Certificate or Global Note, as applicable, in respect of Notes of that Series). In the case of a transfer of part only of a holding of Notes represented by one Individual Note Certificate, a new Individual Note Certificate will be issued to the designated transferee (following the transferee's surrender of any existing Individual Note Certificate in respect of Notes of that Series) and a further new Individual Note Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Definitive Registered Notes of a Series to a transferee who is already a Holder of such Series, a new Individual Note Certificate representing the enlarged holding shall only be issued against surrender of the Individual Note Certificate representing the existing holding. No beneficial owner of an interest in a Global Note will be able to transfer such interest, except as described above in Condition 2(B) (*Exchange and Transfer of Notes – Notes held in Euroclear and Clearstream, Luxembourg*).

(D) *Exercise of Options or Partial Redemption in Respect of Notes*

In the case of an exercise of an Issuer Call or Investor Put in respect of, or a partial redemption of, a holding of Notes represented by a Global Note, the Registrar shall make such entries in the Register to reflect the exercise of such option or in respect of the balance of the holding not redeemed.

In the case of an exercise of an Issuer Call or Investor Put in respect of, or a partial redemption of, a holding of Definitive Registered Notes represented by a single Individual Note Certificate, a new Individual Note Certificate shall be issued to the Holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Definitive Registered Notes of the same holding having different terms, separate Individual Note Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Individual Note Certificates shall only be issued against surrender of the existing Individual Note Certificate to the Principal Paying Agent.

(E) *Delivery of New Individual Note Certificates and Global Notes*

Each new Individual Note Certificate or Global Note to be issued pursuant to this Condition 2 (*Exchange and Transfer of Notes*) shall be available for delivery within three Business Days of receipt of the form of transfer and surrender of the Individual Note Certificate or Global Note, as applicable, for exchange. Delivery of the new Individual Note Certificate(s) or Global Note, as applicable, shall be made at the specified office of the Principal Paying Agent to whom delivery or surrender of such request for exchange, form of transfer, or Individual Note Certificate or Global Note shall have been made or, at the option of the Holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Individual Note Certificate or Global Note (as applicable) to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Principal Paying Agent the costs of such other method of delivery and/or such insurance as it may specify.

(F) *Closed Periods*

No Holder may require the transfer of Notes to be registered:

- (a) during the period beginning on the Record Date and ending on the due date for redemption of, or payment of any Instalment Amount, or amount of interest, in respect of, that Note;
- (b) during the period beginning on the Record Date and ending on the date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(D) (*Redemption, Repayment and Repurchase – Redemption at the Option of the Issuer (Issuer Call)*);
- (c) after any such Note has been called for redemption;

- (d) during the period beginning on the Record Date and ending on the date fixed for any meeting of Noteholders, or any adjourned meeting of Noteholders;
- (e) during the period of seven calendar days ending on (and including) any Record Date; or
- (f) if the Registrar learns that the proposed transfer or exchange would violate any legend contained on the face of such Global Note or Individual Note Certificate.

Unless otherwise specified, as used herein "**Record Date**" means (i) in respect of any Definitive Registered Notes, the close of business (London time) on the 15th calendar day and (ii) in respect of any Global Notes, the close of business on the Relevant Clearing System Business Day, in each case, prior to the applicable due date for redemption of a Note, or the payment of any Instalment Amount or amount of interest in respect of a Note, or the date fixed for any meeting, or adjourned meeting, of holders of Notes, where "**Relevant Clearing System Business Day**" means a day on which the relevant clearing system through which the Notes are held is open for business.

For the avoidance of doubt, this Condition 2(F) (*Exchange and Transfer of Notes - Closed Periods*) shall not apply to or restrict the Issuer's ability to purchase an outstanding Series of Notes pursuant to Condition 7(L) (*Redemption, Repayment and Repurchase - Repurchases*).

(G) *Exchange or Transfer Free of Charge*

Exchange and transfer of Notes on registration, transfer, partial redemption, partial repayment, settlement or exercise of an option (as applicable) shall be effected without charge by or on behalf of the Issuer or the Principal Paying Agent, but upon payment by the Holder of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Principal Paying Agent may require).

3. **Status of the Notes and the Guarantees**

(A) *Status of the Notes and Guarantees*

Other than Secured Notes, the Notes issued by MLBV constitute direct, unsubordinated, unconditional and unsecured obligations of MLBV and rank equally among themselves and rank equally (subject to exceptions as are from time to time provided by applicable laws and regulations) with all other present and future direct, unsubordinated, unconditional and unsecured obligations of MLBV.

The Notes issued by BofA Finance will be unsecured and unsubordinated obligations of BofA Finance and will rank equally in right of payment with all of BofA Finance's other unsecured and unsubordinated obligations from time to time outstanding, except obligations that are subject to any priorities or preferences by law.

In respect of Notes issued by BofA Finance or MLBV, the obligations of the Guarantor under the relevant Guarantee, save for such exceptions as may be provided by applicable laws and regulations or judicial order, will rank *pari passu* with its other present and future unsecured and unsubordinated obligations.

The Notes issued by BAC will be unsecured and unsubordinated obligations of BAC and will rank equally in right of payment with all of BAC's other unsecured and unsubordinated obligations from time to time outstanding, except obligations, including deposit liabilities, that are subject to any priorities or preferences by law.

(B) *Terms of the Guarantees*

In accordance with, and subject to the terms of, the MLBV/MLICo. Guarantee, the Guarantor has unconditionally and irrevocably guaranteed to the holders of Notes (other than Secured Notes) issued by MLBV, (i) the due and punctual payment of any and all amounts payable by MLBV as obligor in respect of the Notes issued by MLBV and (ii)

subject as provided below, the due and punctual delivery of non-cash consideration deliverable by MLBV in respect of the Notes issued by MLBV, if applicable, when and as the same shall become due and payable or when the same shall become due for delivery pursuant to the Conditions and to the extent provided in the Guarantee. As more fully set forth in the MLBV/MLCo. Guarantee, the Guarantor shall at all times have the right, at its sole and unfettered discretion, to elect not to deliver or procure delivery of the Entitlement to the Holders of Physical Delivery Notes issued by MLBV when the same shall become due and deliverable, but, in lieu thereof, to pay an amount in cash equal to the Guaranteed Cash Settlement Amount. The "**Guaranteed Cash Settlement Amount**" in respect of each Note issued by MLBV means an amount calculated pursuant to the terms of, or as specified in, the applicable Final Terms (or, in respect of each Credit Linked Note, as set out in Credit Linked Note Condition 5 (*Physical Settlement*) of "Annex 9A – Additional Terms and Conditions for Credit Linked Notes") or, if not specified in the applicable Final Terms, an amount equal to the fair market value of the Entitlement in respect of such Note on any date notified as such by the Guarantor to MLBV and the Calculation Agent, less the cost to MLBV and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as determined by the Guarantor in its sole and absolute discretion. Any payment of the Guaranteed Cash Settlement Amount in lieu of the Entitlement shall constitute a complete discharge of the Guarantor's obligations in respect of such Physical Delivery Notes.

In accordance with, and subject to the terms of, the BofA Finance Guarantee, the Guarantor has unconditionally and irrevocably guaranteed to the holders of Notes issued by BofA Finance, the due and punctual payment of any and all amounts payable by BofA Finance as obligor in respect of the Notes issued by BofA Finance.

4. Redenomination

(A) Redenomination

If the country issuing the currency that is the Specified Currency or Settlement Currency, as applicable, for a Series of notes becomes, or announces its intention to become, a member state of the European Union which adopts the euro as its lawful currency in accordance with the Treaty Establishing the European Community, as amended from time to time (such treaty, the "**EC Treaty**" and such member state, a "**Participating Member State**"), the Issuer may, without the consent of the Noteholders on giving prior notice to the Principal Paying Agent, Euroclear and Clearstream, Luxembourg and at least 30 calendar days' prior notice to the Noteholders in accordance with Condition 14 (*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (a) the Notes shall be deemed to be redenominated in euro in the denomination of €0.01 with a nominal amount for each Note equal to the nominal amount of that Note in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed, and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;

- (c) if Definitive Registered Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer, in the denominations of €1,000, €10,000, €100,000 and (but only to the extent of any remaining amounts less than €1,000 or such smaller denominations as the Principal Paying Agent may approve) €0.01 and such other denominations as the Principal Paying Agent shall determine and notify to the Noteholders;
- (d) after the Redenomination Date, all payments in respect of the Notes, other than payments of interest (if any) in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (e) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
 - (i) in the case of the Notes represented by a Global Note, by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes represented by such Global Note; and
 - (ii) in the case of Definitive Registered Notes, by applying the Rate of Interest to the Calculation Amount,
 - (iii) and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In connection with such redenomination, the Issuer, after consultation with the Principal Agent, may make such other changes to the Conditions applicable to the relevant Notes, including, without limitation, with respect to any Business Day, Day Count Fraction, or other conventions as it may decide, so as to conform them to the then market practice in respect of euro-denominated debt securities issued in the Euromarkets, which are held in international clearing systems.

Any such changes will not take effect until the next following Interest Payment Date (in the case of interest bearing Notes) or the specified date (in the case of Zero Coupon Notes), as applicable, after the Noteholders have been given notice in accordance with Condition 14.

The circumstances and consequences described in this Condition 4 and any resulting amendment to the Conditions of the Notes will not entitle any Noteholder (i) to any legal remedy, including, without limitation, redemption, rescission, notice, repudiation, adjustment, or renegotiation of the Notes, or (ii) to raise any defence or make any claim (including, without limitation, claims of breach, force majeure, frustration of purpose, or impracticability) or any other claim for compensation, damages or any other relief.

(B) *Definitions*

In the Terms and Conditions, the following expressions have the following meanings:

"Established Rate" means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable

European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

"**euro**" means the lawful single currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

"**Redenomination Date**" means (in the case of interest-bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to Condition 4(A) (*Redenomination*) above and which falls on or after the date on which the country of the Specified Currency first becomes a Participating Member State.

5. Interest

(A) *Day Count Fraction*

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5 (*Interest*):

- (a) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year; or
 - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year;
- (b) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, 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 (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (c) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

- (d) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (e) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (f) if "**30/360 (ICMA)**" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;
- (g) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

"**D₂**" 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 D₁ is greater than 29, in which case D₂ will be 30;

- (h) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

"D₂" 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 D₂ will be 30; or

- (i) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

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

"D₁" 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 D₁ will be 30; and

"D₂" 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 D₂ will be 30.

In these Terms and Conditions:

"**Determination Period**" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"**sub-unit**" means, with respect to any currency other than euro and U.S. Dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro and U.S. Dollars, one cent.

(B) *Interest on Fixed Rate Notes*

Except as provided in the applicable Final Terms, each Fixed Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date or any other date specified for redemption.

Except as provided in the applicable Final Terms, if a Fixed Coupon Amount is specified in the applicable Final Terms, the amount of interest payable in respect of each Note on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount as specified irrespective of any calculation based on the applicable Rate of Interest and any applicable Day Count

Fraction (if any). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

If "**Unadjusted**" is specified in the applicable Final Terms with respect to any Interest Payment Date, any Interest Payment Date falling on a day which is not a Business Day will not be adjusted in accordance with any Business Day Convention, and the relevant Fixed Interest Period (as defined below) will accordingly not be adjusted. In such event, payment of any amounts will be made in accordance with the provisions of Condition 6(C) (*Payments - Payment Day*).

If "**Adjusted**" is specified in the applicable Final Terms with respect to any Interest Payment Date, any Interest Payment Date falling on a day which is not a Business Day will be adjusted in accordance with the Business Day Convention specified in the applicable Final Terms, and the relevant Fixed Interest Period will be adjusted accordingly. For these purposes, the provisions of Condition 5(C)(a) below relating to Business Day Conventions shall apply *mutatis mutandis* where "Business Day" has the meaning assigned to it in Condition 18 (*Business Days*).

As used in these Terms and Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period or where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note or, if they are Partly Paid Notes, the aggregate amount paid up; or
- (ii) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such product by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

- (C) *Interest on Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes*

- (a) *Interest Payment Dates*

Each Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note, Fund Linked Interest Note and Inflation Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date. Interest will be payable in arrear on the "**Interest Payment Date(s)**", which shall mean either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Interest will be payable in respect of each "**Interest Period**" (which expression shall, in these Terms and Conditions, mean (except as otherwise provided in Additional Note Condition 3(b)(ii)(A) in Annex 17), the period from (and including) an Interest Payment Date (or the Interest Commencement Date, in the case of the initial Interest Period) to (but excluding) the next Interest Payment Date or the first Interest Payment Date, as the case may be, or, in the case of the final Interest Period, the redemption date (whether at maturity or any earlier redemption date)) (subject to adjustment (if applicable) as described below).

If "**Unadjusted**" is specified in the applicable Final Terms with respect to any Interest Payment Date, and such Interest Payment Date is not a Business Day, then such Interest Payment Date will not be adjusted in accordance with any Business Day Convention (and, consequently, the relevant Interest Period will not be adjusted). In such event, payments of interest due shall be made in accordance with the provisions of Condition 6(C) (*Payments - Payment Day*), with no additional interest accruing or payable as a result of the non-Business Day.

If (x) there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) "**Adjusted**" is specified in the applicable Final Terms with respect to any Interest Payment Date or Interest Period Demarcation Date (as defined in Additional Note Condition 3(b)(ii)(A) and applicable with respect to Series of Notes for which the Reference Rate is a Compounded Daily Reference Rate using "Payment Delay" as the Determination Convention (as defined in Additional Note Condition 3(b)(ii)(A)) and such Interest Payment Date or Interest Period Demarcation Date, as applicable, falls on a day which is not a Business Day, such Interest Payment Date or Interest Period Demarcation Date, as applicable, will be adjusted in accordance with the Business Day Convention specified in the applicable Final Terms (and, consequently, the relevant Interest Period will be adjusted). In such case, interest will accrue to, but excluding, the adjusted Interest Payment Date or adjusted Interest Period Demarcation Date, as the case may be. If the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 5(C)(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day,

where "**Business Day**" has the meaning assigned to it in Condition 18 (*Business Days*).

(b) *Rate of Interest*

Except as otherwise provided pursuant to the applicable benchmark transition provisions set forth in Additional Note Condition 2(b) (with respect to BBSW), Additional Note Condition 4(b) (with respect to the EUR EURIBOR ICE Swap Rate®, GBP SONIA ICE Swap Rate®, U.S. Dollar SOFR ICE Swap Rate®, Tokyo Swap Rate (for swaps referencing TONA) or "TONA TSR", KRW CMS Rate and Constant Maturity Swap Rate), Additional Note Condition 4(a) (with respect to TORF and Compounded Daily Reference Rates based on SONIA and TONA) and Additional Note Condition 4(c) (with respect to Compounded Daily Reference Rates based on SOFR) in Annex 17 (such provisions, as applicable to a Series of Notes, the "**benchmark transition provisions**"), the Rate of Interest payable from time to time in respect of a Series of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes will be determined (a) in accordance with Condition 5(C)(b)(i) or 5(C)(b)(ii), as applicable, as specified in the applicable Final Terms, together with the Additional Note Conditions set forth in Annex 17 that are specified in such Annex or in the applicable Final Terms to be applicable with respect to the applicable Reference Rate and Notes bearing interest by reference thereto and/or as specified in the applicable Final Terms or (b) in the manner as specified in the applicable Final Terms.

For purposes of this Condition 5:

"**Calculation Amount**" means the amount specified in the applicable Final Terms;

"**Margin**" means the percentage or number of basis points specified in the applicable Final Terms to be added to or subtracted from the applicable Reference Rate in accordance with Condition 5;

"**Participation Rate**" means the percentage (or number), as specified in the applicable Final Terms, by which the applicable Reference Rate is multiplied in order to calculate the applicable Rate of Interest in accordance with this Condition 5(b); and

"**Reference Rate**" means one or more of the following interest rates, as specified in the Final Terms:

- BBSW;
- TORF;
- EUR EURIBOR ICE Swap Rate®;
- GBP SONIA ICE Swap Rate®;
- U.S. Dollar SOFR ICE Swap Rate®;
- TONA TSR;
- KRW CMS Rate;
- Constant Maturity Swap Rate;

- Compounded Daily SOFR;
- Compounded Daily SONIA;
- Compounded Daily TONA; or
- Any other rate specified to be the Reference Rate in the applicable Final Terms.

The applicable Reference Rate will be determined in accordance with Condition 5(C)(b)(i) or 5(C)(b)(ii), as applicable, specified in the applicable Final Terms, and the Additional Note Conditions that are specified in Annex 17 to be applicable with respect to such Reference Rate and Notes bearing interest by reference thereto and/or as specified in the applicable Final Terms. For additional information relating to certain Reference Rates and SOFR, SONIA and TONA, see section entitled "*Additional Information About Screen Rate Determination Reference Rates and SOFR, SONIA and TONA*".

(i) *Screen Rate Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined with respect to a particular Series of Notes, except as otherwise provided pursuant to the applicable benchmark transition provisions set forth in Annex 17, the Rate of Interest for each Interest Period will be equal to the applicable Reference Rate (expressed as a percentage rate per annum) for the Specified Maturity and, if applicable, the Specified Currency for such Series of Notes, determined in accordance with Additional Note Condition 2 and such further Additional Note Conditions that are specified in Annex 17 and the applicable Final Terms to be applicable to the applicable Reference Rate and Notes bearing interest by reference thereto, multiplied by the Participation Rate, if any, plus or minus (as indicated in the applicable Final Terms) the Margin, if any, all as determined by the Calculation Agent.

(ii) *Determination of Rate of Interest of Floating Rate Notes with a Compounded Daily Reference Rate*

Where Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, except as otherwise provided pursuant to the applicable benchmark transition provisions set forth in Annex 17, the Rate of Interest for each Interest Period will be equal to the applicable Compounded Daily Reference Rate determined in accordance with Additional Note Condition 3 and such further Additional Note Conditions that are specified in Annex 17 and the applicable Final Terms to be applicable to the applicable Reference Rate and Notes bearing interest by reference thereto, multiplied by the Participation Rate, if any, plus or minus (as indicated in the applicable Final Terms) the Margin, if any, all as determined by the Calculation Agent.

(c) *Minimum or Maximum Rate of Interest*

If the applicable Final Terms specifies a minimum rate at which the Notes bear interest (a "**Minimum Interest Rate**") or a maximum rate at which the Notes bear interest (a "**Maximum Interest Rate**"), then the Rate of Interest shall in no event be greater than the Maximum Interest Rate or be less than the Minimum Interest Rate so specified.

(d) *Determination of Rate of Interest and Calculation of Interest Amounts*

The Calculation Agent, in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period with respect to the applicable Note. In the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent, in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes, will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period (unless the Interest Amount is specified in the applicable Final Terms, in which case the Interest Amount shall be such amount) by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes or Inflation Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes or Inflation Linked Interest Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such product by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 6(G). Where the Specified Denomination of a Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, GDR/ADR Linked Interest Note, FX Linked Interest Note, Commodity Linked Interest Note, Fund Linked Interest Note or Inflation Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding. In such case, the Calculation Agent will notify the Principal Paying Agent of the Interest Amount for the relevant Interest Period as soon as practicable after calculating the same.

(e) *Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent and/or the Calculation Agent will cause the relevant Rate of Interest and Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any securities or stock exchange on which the relevant Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes or Inflation Linked Interest Notes are for the time being listed as soon as reasonably practicable after their determination. In connection with any such Notes listed on any securities exchange, the Principal Paying Agent and/or the Calculation Agent will notify such securities exchange of the Rate or Interest, the Interest Payment Date and each Interest Amount no later than the first day of the commencement

of each new Interest Period, or, in respect of the Notes for which the Reference Rate is a Compounded Daily Reference Rate, as soon as reasonably practicable after the determination of such Rate of Interest and the Interest Amount. Both the Interest Amount and the Interest Payment Date subsequently may be amended (and/or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period in accordance with the provisions hereof. Any such amendment will be notified as soon as reasonably practicable to each securities or stock exchange (if the rules of such securities or stock exchange so require) on which the relevant Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes or Inflation Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*). In addition, if, with respect to a Series of Notes, a substitute, alternative or replacement rate with respect to the Reference Rate for such Series is determined pursuant to and in accordance with the applicable benchmark transition provisions (as defined in Condition 5(C)(b)), and as specified in the applicable Final Terms, the Issuer shall provide, or cause to be provided, as soon as practicable after such determination, notice of such substitute or alternative rate to the applicable Holders in accordance with Condition 14 (*Notices*). For the purposes of this paragraph (e), the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(f) *Certificates to be final*

Except as otherwise provided in Additional Note Condition 3 set forth in Annex 17, all certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(C), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of negligence, wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Guarantor (in the case of Notes issued by MLBV), the Principal Paying Agent, the Calculation Agent (if applicable), the other Paying Agents, the Registrar and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor (in the case of Notes issued by MLBV) or the Noteholders shall attach to the Principal Paying Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(D) *Interest on Partly Paid Notes*

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

(E) *Cessation of Interest Accrual; Accrual of interest if Payment of Principal is Improperly Withheld or Refused*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid and/or all assets deliverable in respect of such Note have been delivered; and
- (b) five calendar days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Principal Paying Agent and/or all assets in respect of such Note have been received by any agent appointed by

the Issuer to deliver such assets to Noteholders and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*),

provided that if:

- (c) "**Accrual of Interest upon Credit Event**" is specified as Not Applicable in the applicable Final Terms, each Note shall cease to bear interest from the Interest Payment Date immediately preceding the Event Determination Date, or if the Event Determination Date is an Interest Payment Date such Interest Payment Date (or, in the case of the Event Determination Date falling on or after the Scheduled Maturity Date (which is an Interest Payment Date), the Interest Payment Date immediately preceding the Scheduled Maturity Date) or, if the Event Determination Date falls prior to the first Interest Payment Date, no interest shall accrue on the Notes; or
- (d) "**Accrual of Interest upon Credit Event**" is specified as being Applicable in the applicable Final Terms, each Note shall cease to bear interest from the Event Determination Date.

6. Payments

(A) *Method of Payment*

Payments of principal, interest and any other amounts due on the Notes shall be made to the person shown on the Register on the Record Date. Payments in respect of each Note shall be made in the relevant Specified Currency by cheque drawn on a bank in the principal financial centre of the country of such Specified Currency and mailed to the Noteholder (or the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the Noteholder to the specified office of the Principal Paying Agent before the Record Date, such payment may be made by transfer to an account in the Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (or, if the Specified Currency is euro, any other account to which euro may be credited or transferred).

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*).

Notwithstanding anything to the contrary in this Condition 6(A) (*Payments – Method of Payment*), payments in CNY will be made solely by credit or transfer to a CNY account maintained by the payee with a bank in the CNY Settlement Centre in accordance with applicable laws, rules, regulations and guidelines.

(B) *Payments in respect of Registered Notes*

(a) *Payments in respect of Definitive Registered Notes*

Payments of principal, instalments of principal (if any) and interest in respect of Definitive Registered Notes will be made in the manner provided in paragraph (A) above to the person shown in the Register on the Record Date.

(b) *Payments in respect of Global Notes*

All payments in respect of a Global Note will be made to the person shown in the Register on the Record Date.

The person shown in the Register on the Record Date shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer and any Guarantor (in the case of Notes issued by MLBV), will be discharged by payment to, or to the order of, to such person in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount

of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for such person's share of each payment so made by the Issuer or, as the case may be, the Guarantor (in the case of Notes issued by MLBV).

(C) *Payment Day*

If the date scheduled for payment of any amount in respect of any Note is not a Payment Day, the Holder thereof shall not be entitled to payment of the amount due until (i) if "Following" is specified in the applicable Final Terms, the next following Payment Day or (ii) if "Modified Following" is specified in the applicable Final Terms, the next following Payment Day unless that Payment Day falls in the next calendar month, in which case the first preceding Payment Day. If any date for payment is postponed as a result of a non-Payment Day, the Holder shall not be entitled to further interest or other payment in respect of such delay or amendment. For the avoidance of doubt, whether a Fixed Interest Period or Interest Period is adjusted (and thus whether additional days are included in such period for the accrual of interest) will be determined in accordance with the applicable Business Day Convention as described in Condition 5. For these purposes, "**Payment Day**" means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchanges and foreign currency deposits) in:

- (a) (1) for any sum payable in a Specified Currency other than euro or CNY, the principal financial centre of the country of the relevant Specified Currency (if other than London), (2) for any sum payable in euro, a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system or any successor thereto (the "**TARGET2 System**") is operating or (3) for any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre;
- (b) each Additional Financial Centre specified in the applicable Final Terms, provided that if the Additional Financial Centre is specified in the applicable Final Terms to be or to include "TARGET", then Payment Day shall also be a day on which the TARGET2 System is operating; and
- (c) London and (in the case of Notes issued by BAC and BofA Finance) New York City.

(D) *Interpretation of principal and interest*

- (a) Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:
 - (i) any Additional Tax Amounts which may be payable with respect to principal under Condition 9 (*Taxation*);
 - (ii) the Final Redemption Amount of the Notes;
 - (iii) the Early Redemption Amount of the Notes;
 - (iv) the Optional Redemption Amount(s) (if any) of the Notes;
 - (v) the Failure to Deliver Settlement Price (if any) in respect of the Notes;
 - (vi) the Disruption Cash Settlement Price (if any) in respect of the Notes;
 - (vii) the Credit Event Redemption Amount (if any) in respect of the Notes;
 - (viii) the Partial Cash Settlement Amount (if any) in respect of the Notes;
 - (ix) in relation to Notes redeemable in instalments, the Instalment Amounts;

- (x) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(G)(c)); and
 - (xi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.
 - (b) Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Tax Amounts which may be payable with respect to interest under Condition 9 (*Taxation*).
 - (c) Any principal, interest or other amount payable under these Terms and Conditions shall never be less than zero.
- (E) *Definition of Affiliate*
- "**Affiliate**" means, in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity.
- (F) *Payment Disruption*
- (a) *Occurrence of a Payment Disruption Event or a CNY Payment Disruption Event*

If the applicable Final Terms specifies "Payment Disruption Event" or "CNY Payment Disruption Event" to be applicable, then, in the event that the Calculation Agent, at any time and from time to time, determines in its sole discretion that a Payment Disruption Event or a CNY Payment Disruption Event, as the case may be, has occurred or is likely to occur, then the Calculation Agent shall as soon as practicable notify the Holders of the relevant Notes of the occurrence of such Payment Disruption Event or CNY Payment Disruption Event, as the case may be, in accordance with Condition 14 (*Notices*).
 - (b) *Consequences of a Payment Disruption Event*

Upon the occurrence of a Payment Disruption Event:

 - (i) *Postponement of relevant dates*

Subject to Condition 6(F)(e), the Calculation Agent may postpone the Interest Payment Date, the Maturity Date or any other date on which the Notes may be redeemed or any amount would otherwise be due and payable in respect of the relevant Notes until five Business Days (or such other date as may be determined by the Calculation Agent and notified to the Holders in accordance with Condition 14 (*Notices*)) after the date on which the Payment Disruption Event is no longer occurring (the "**Postponed Date**"). Noteholders shall not be entitled to further interest or other payment in respect of such postponement.
 - (ii) *Issuer's option to vary settlement*

Notwithstanding the Issuer's right to postpone the date(s) for payments and/or redemption in accordance with Condition 6(F)(b)(i), the Issuer may, if practicable (and to the extent lawful), and at the Issuer's sole and absolute discretion:

 - (A) make payments due to be made in the Subject Currency in the Base Currency or in U.S. dollars or euros, converted from the Subject Currency into the Base Currency, U.S. dollars or euros, as applicable, at a rate reasonably selected by the Calculation Agent;

- (B) make payments due to be made in the Base Currency in the Subject Currency or in U.S. dollars or euros, disregarding any obligation to convert amounts into the Base Currency;
- (C) in the case of Share Linked Notes, deliver the Shares in lieu of cash settlement; or
- (D) in the case of Share Linked Notes which reference a basket of Shares, elect to satisfy in part its obligation to pay the amounts as may be due and payable under the relevant Notes by making partial payment(s) or partial deliveries, as the case may be (the "**Partial Distributions**"). Any Partial Distribution made by the Issuer to the Holders will be calculated and/or determined by the Calculation Agent in its sole and absolute discretion and shall be paid and/or delivered to the Holders *pro rata* (as far as possible, subject to any necessary adjustments for rounding) to the proportion of the Notes of the same Series held by the relevant Holder. In the event that any Partial Distribution is made by the Issuer, the Calculation Agent may, in its sole and absolute discretion, make any such corresponding adjustment to any variable relevant to the redemption or payment terms of the relevant Notes as it deems necessary and shall notify the relevant Holders thereof in accordance with Condition 14 (*Notices*).

Any payments or deliveries made in accordance with this Condition 6(F)(b)(ii) shall satisfy and discharge in full (in the case of payments or deliveries made in accordance with paragraphs (A) to (C)) and in part (in the case of Partial Distributions made in accordance with paragraph (D)) the Issuer's obligation to pay the Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount in respect of which the Payment Disruption Event has arisen, and no further amounts shall be due and payable by the Issuer in respect thereof.

(c) *Consequences of a CNY Payment Disruption Event*

Upon the occurrence of a CNY Payment Disruption Event:

(i) *Postponement of relevant dates*

If "Date Postponement" is specified to be applicable in the applicable Final Terms, then Condition 6(F)(b)(i) shall apply, provided that the reference therein to "Payment Disruption Event" shall be construed as a reference to "CNY Payment Disruption Event".

(ii) *Payment of Equivalent Amount*

If "Payment of Equivalent Amount" is specified to be applicable in the applicable Final Terms, and the Calculation Agent determines that a CNY Payment Disruption Event has occurred in relation to the Issuer's obligations under the relevant Notes to pay any Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount in respect of the relevant Notes on the relevant Interest Payment Date, Maturity Date, or such other date on which any amount in respect of the relevant Notes shall be due and payable (such date, the "**Affected Payment Date**"), then the Issuer may, on giving notice to Holders in accordance with Condition 14 (*Notices*) as soon as practicable and in any event prior to the date on which the payment of the Equivalent Amount is due and payable to the Holders, make payment of the Equivalent Amount of the relevant Interest Amount, Fixed Coupon Amount, Final Redemption Amount or such other amount payable (if applicable) in full and final settlement of its obligations

to pay such Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount in respect of the relevant Notes.

Notwithstanding the foregoing:

- (A) if both "Payment of Equivalent Amount" and "Date Postponement" are specified to be applicable in the applicable Final Terms, and if the Issuer decides to exercise its right of postponement pursuant to Condition 6(F)(c)(i) and payment of the Equivalent Amount pursuant to this Condition 6(F)(c)(ii), the Equivalent Amount in respect of the relevant Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount (if applicable) in respect of the relevant Notes shall be due and payable on the Postponed Date instead of the Affected Payment Date; and
- (B) if (x) only the "Payment of Equivalent Amount" is specified to be applicable in the applicable Final Terms, or (y) both "Payment of Equivalent Amount" and "Date Postponement" are specified to be applicable in the applicable Final Terms and the Issuer decides only to exercise the right of payment of the Equivalent Amount pursuant to this Condition 6(F)(c)(ii) but not its right of postponement pursuant to Condition 6(F)(c)(i), then no Postponed Date shall apply and the Equivalent Amount in respect of the relevant Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount (if applicable) in respect of the relevant Notes shall be due and payable on the Affected Payment Date.

(d) *Payments net of expenses*

Notwithstanding any provisions to the contrary, (a) any payments made in accordance with Condition 6(F)(b) or Condition 6(F)(c), as the case may be, shall be made after deduction of any costs, expenses or liabilities incurred or to be incurred by the Calculation Agent or Issuer in connection with or arising from the resolution of the relevant Payment Disruption Event(s) or CNY Payment Disruption Event(s), as the case may be, and (b) no interest shall be paid by the Issuer in respect of any delay which may occur in the payment of any amounts due and payable under the Notes as a result of the operation of Condition 6(F)(b) or Condition 6(F)(c), as the case may be.

(e) *Payment Event Cut-Off Date*

In the event that a Payment Disruption Event or a CNY Payment Disruption Event, as the case may be, is still occurring on the Payment Event Cut-Off Date, then the Interest Payment Date, the Maturity Date, or any other date on which any Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount in respect of the relevant Notes shall be due and payable (as the case may be) for the relevant Notes shall be deemed to fall on the Payment Event Cut-Off Date. In such circumstances, the Holder will not receive any amounts. Thereafter, the Issuer shall have no obligations whatsoever under the Notes.

For the purposes of this Condition 6(F) (*Payments – Payment Disruption*):

"**Base Currency**" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*";

"**CNY**" means Chinese Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY);

"**CNY Payment Disruption Event**" means the occurrence of any of the following events:

1. an event that makes it impossible or impractical for the Issuer to convert any amounts in CNY due in respect of the Notes in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), other than where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation) (a **"CNY Inconvertibility Event"**);
2. an event that makes it impossible or impractical for the Issuer to deliver CNY (i) between accounts inside the relevant CNY Settlement Centre(s), (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s) (including, if applicable, to another CNY Settlement Centre), or (iii) from an account outside the relevant CNY Settlement Centre(s) to an account inside the relevant CNY Settlement Centre(s), other than where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible or impractical for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation) (a **"CNY Non-Transferability Event"**); and
3. the general CNY foreign exchange market in the relevant CNY Settlement Centre becomes illiquid as a result of which the Issuer cannot obtain sufficient CNY in order to satisfy its payment obligations (in whole or in part) under the Notes (a **"CNY Non-Availability Event"**);

"CNY Settlement Centre" means the financial centre(s) specified as such in the applicable Final Terms;

"Equivalent Amount" means, in respect of the relevant Interest Amount, Fixed Coupon Amount, Final Redemption Amount or other amount payable (if applicable) on the relevant Affected Payment Date (for these purposes, the **"Relevant Amount"**), an amount in the Base Currency determined by the Calculation Agent by converting the Relevant Amount into the Base Currency using the Equivalent Amount Settlement Rate for the relevant Affected Payment Date;

"Equivalent Amount Settlement Rate" means, unless otherwise specified in the applicable Final Terms, in respect of any relevant day, the spot exchange rate on such day between CNY and the Base Currency, determined by the Calculation Agent, taking into account all available information which the Calculation Agent deems relevant (including, but not limited to, pricing information obtained from the CNY non-deliverable market outside the People's Republic of China and/or the CNY foreign exchange market in the People's Republic of China);

"Governmental Authority" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the People's Republic of China, the Hong Kong Special Administrative Region and any other CNY Settlement Centre;

"impractical" or **"impracticality"** means, in respect of any action to be taken by the Issuer, that the Issuer and/or its Affiliates would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action, or the Issuer and/or any Affiliates would be in breach of any law, rule, regulation, guideline or internal policy of the Issuer and/or its Affiliates, if such action were to be performed;

"Payment Disruption Event" means:

- (i) the occurrence of either (a) an Inconvertibility Event and/or (b) a Non-Transferability Event (each as defined in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*");
- (ii) the imposition by the Subject Currency Jurisdiction (or any political or regulatory authority thereof) of any capital controls, or the publication of any notice of an intention to do so, which the Calculation Agent determines in good faith is likely materially to affect the Notes, and notice thereof is given by the Issuer to the Holders in accordance with Condition 14 (*Notices*); or
- (iii) the implementation by the Subject Currency Jurisdiction (or any political or regulatory authority thereof) or the publication of any notice of an intention to implement any changes to the laws or regulations relating to foreign investment in the Subject Currency Jurisdiction (including, but not limited to, changes in tax laws and/or laws relating to capital markets and corporate ownership), which the Calculation Agent determines are likely to affect materially the Issuer's ability to hedge its obligations under the Notes;

"Payment Event Cut-Off Date" means the date which is one year after the Maturity Date, or as determined by the Calculation Agent acting in good faith and notified to Holders in accordance with Condition 14 (*Notices*);

"Subject Currency" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*";

"Subject Currency Jurisdiction" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*".

(G) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified elsewhere in these Conditions or in the applicable Final Terms), (i) all percentages resulting from such calculations, including determinations of any Reference Rate except for Compounded Daily SOFR in accordance with the Additional Floating Rate Conditions set forth in Annex 17, shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up) or, if the applicable Final Terms specifies "Alternative Rounding" to be applicable, such other number of decimal places or such other rounding convention as is specified in the applicable Final Terms to be the "Alternative Rounding Convention", (ii) all percentages resulting from determinations of Compounded Daily SOFR or Weighted Average Daily SOFR in accordance with the Additional Floating Rate & Fixed Rate Reset Note Conventions set forth in Annex 2 shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, for example, 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655), (iii) all figures shall be rounded to seven significant figures (with halves being rounded up) and (iv) all currency amounts that fall due and payable shall be rounded to the nearest Sub-unit of such currency (with halves being rounded up), except in the case of Japanese yen, which, if the applicable Final Terms specifies "JPY Rounding Down" to be applicable, shall be rounded down to the nearest Japanese yen or, if the applicable Final Terms specifies "JPY Rounding Up" to be applicable, shall be rounded up to the nearest Japanese yen (with JPY 0.5 being rounded up).

7. **Redemption, Repayment and Repurchase**

(A) *Redemption at Maturity*

Unless previously redeemed or purchased and cancelled as provided below, each Note (other than a Credit Linked Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date or, if the Notes are

specified as Physical Delivery Notes in the applicable Final Terms, by delivery of the Entitlement (subject as provided in "Annex 10 – *Additional Terms and Conditions for Physical Delivery Notes*") specified in, or determined in the manner specified in, the applicable Final Terms on the Maturity Date.

(B) *Redemption for Tax Reasons*

The Issuer may redeem the Notes, in whole, but not in part, at any time prior to maturity at their Early Redemption Amount, together, if appropriate, with accrued interest to (but excluding) the date fixed for redemption, if: (i) the Issuer or (in the case of Notes issued by BofA Finance and (other than Secured Notes) MLBV) the Guarantor shall determine that the Issuer would be required to pay Additional Tax Amounts, as provided in Condition 9 (*Taxation*), on the occasion of the next payment due with respect to the Notes; (ii) any payment or deemed payment as determined for United States tax purposes with respect to the Notes or with respect to a direct or indirect hedging arrangement entered into by the Issuer or any of its Affiliates relating to the Notes may be treated as a dividend or "dividend equivalent" for United States tax purposes (such event being a "U.S. Withholding Tax Event"); or (iii) in the case of Notes issued by BofA Finance and (other than Secured Notes) MLBV, on the occasion of the next payment due in respect of the Notes, the Guarantor would be unable to procure the Issuer to make payment and, in making such payment itself under the relevant Guarantee, the Guarantor would be required to pay Additional Tax Amounts as provided in Condition 9 (*Taxation*).

Notice of intention to redeem Notes pursuant to this Condition 7(B) (*Redemption, Repayment and Repurchase – Redemption for Tax Reasons*) will be given at least once in accordance with Condition 14 (*Notices*) not less than 30 calendar days nor more than 60 calendar days prior to the date fixed for redemption, provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the effective date of such change or amendment and that at the time notice of such redemption is given, such obligation to pay such Additional Tax Amounts remains in effect and cannot be avoided by the Issuer's taking reasonable measures available to it. From and after any redemption date, if monies for the redemption of Notes shall have been made available for redemption on such redemption date, such Notes shall cease to bear interest, if applicable, and the only right of the holders of such Notes shall be to receive payment of the Early Redemption Amount and, if appropriate, all unpaid interest accrued to such redemption date.

(C) *Redemption for Tax Compliance Reasons*

MLBV may, at its option, redeem the Notes, in whole or in part, at any time prior to maturity, at their Early Redemption Amount, together, if appropriate, with accrued interest to (but excluding) the date fixed for redemption, if MLBV determines in good faith that it has, or there is a substantial likelihood that it will, become subject to withholding imposed on a payment made to it on account of MLBV's inability to comply with the reporting requirements imposed by the FATCA Provisions (as defined below), provided that such inability to comply with the reporting requirements is attributable to non-compliance by any Holder of such Notes (or a foreign withholding agent (if any) in the chain of custody of payments made to the Holders) with MLBV's requests for certifications or identifying information (such redemption, a "**Redemption for Tax Compliance Reasons**"). Upon a Redemption for Tax Compliance Reasons, Notes held by compliant Holders, in addition to those held by non-compliant Holders, may be redeemed.

Notice of intention to redeem Notes pursuant to this Condition 7(C) will be given in accordance with Condition 14 (*Notices*) not less than 30 calendar days nor more than 60 calendar days prior to the date fixed for redemption. From and after any redemption date, if monies for the redemption of Notes shall have been made available for redemption on such redemption date, such Notes shall cease to bear interest, if applicable, and the only right of the holders of such Notes shall be to receive payment of the Early Redemption Amount and, if appropriate, all unpaid interest accrued to such redemption date.

As used in these Terms and Conditions, the term "**FATCA Provisions**" means Sections 1471 through 1474 of the Code (or any successor provisions), any regulation, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto whether currently in effect or as published and amended from time to time, and any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code.

(D) *Redemption at the Option of the Issuer (Issuer Call)*

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (a) not less than 30 nor more than 60 calendar days' notice to the Noteholders in accordance with Condition 14 (*Notices*) (or such other period as is specified in the applicable Final Terms); and
- (b) (i) not less than two London Business Days' notice to the Principal Paying Agent or (ii) not less than two New York Business Days' notice to the U.S. Paying Agent, as applicable, before giving notice as referred to in (a) above, unless a shorter period is acceptable to the Principal Paying Agent or the U.S. Paying Agent, as the case may be,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and/or not more than the Maximum Redemption Amount in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by Individual Note Certificates, and in accordance with any applicable laws and the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a pro-rata reduction in nominal amount at their discretion), in the case of Redeemed Notes represented by a Global Note, not more than 60 calendar days' prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by Individual Note Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 30 calendar days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (D) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five calendar days' prior to the Selection Date.

For the purposes of this Condition "New York Business Day" means day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in New York City.

(E) *Redemption at the Option of the Noteholders (Investor Put)*

If Investor Put is specified in the applicable Final Terms, upon the Holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than 30 nor more than 60 calendar days' notice (or such other notice period as is specified in the applicable Final Terms) the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions detailing such

conditions and/or circumstances to be satisfied will be set out in the applicable Final Terms.

If the Note is represented by an Individual Note Certificate and held outside Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption of the Note the Holder of the Note must deliver at the specified office of the Principal Paying Agent at any time during normal business hours of the Principal Paying Agent falling within the notice period, a duly signed and completed notice of exercise (a "**Put Notice**") in the form (for the time being current) obtainable from the specified office of the Principal Paying Agent and in which the Holder must specify a bank account (or, if payment is required by cheque, an address) to which payment is to be made under this Condition 7 (*Redemption, Repayment and Repurchase*) accompanied by the relevant Individual Note Certificate(s) or evidence satisfactory to the Principal Paying Agent that the Individual Note Certificate(s) will, following delivery of the Put Notice, be held to its order or under its control.

If the Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Note the Holder of the Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on its instruction by Euroclear or Clearstream, Luxembourg or the Common Depositary or its nominee or common safekeeper, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if the Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a Holder of any Note pursuant to this paragraph (E) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing in which event such Holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph (E) and instead to declare such Note forthwith due and payable pursuant to Condition 11 (*Events of Default and Rights of Acceleration*).

(F) *Exercise of Options or Partial Redemption in respect of Definitive Registered Notes*

See Condition 2(D) above for information about the issuance of new Individual Note Certificates in the event of an exercise of an Issuer Call or Investor Put in respect of, or a partial redemption of, a holding of Definitive Registered Notes.

(G) *Early Redemption Amounts*

The Early Redemption Amount shall be calculated as follows:

- (a) in the case of a Note (other than a Zero Coupon Note, an Index Linked Note, a Share Linked Note, a GDR/ADR Linked Note, an FX Linked Note, a Commodity Linked Note, a Fund Linked Note, an Inflation Linked Note, a Credit Linked Note or a Preference Share Linked Note) with a Final Redemption Amount equal to 100 per cent. of its outstanding nominal amount, at the Final Redemption Amount thereof;
- (b) in the case of a Note other than those described in sub-paragraph (a) above or sub-paragraphs (c) or (d) below, the Early Redemption Amount payable in respect of such Note shall be the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is specified in the applicable Final Terms, its nominal amount, provided that if "Market Value less Associated Costs (no floor)" or "Market Value less Associated Costs (90 per cent. floor)" is specified in the applicable Final Terms as the Early Redemption Amount, the Early Redemption Amount in respect of each Note of the Specified

Denomination shall be an amount determined by the Calculation Agent which on (i) in the case of redemption other than pursuant to Condition 11 (*Events of Default and Rights of Acceleration*), the second Business Day immediately preceding the due date for the early redemption of such Note, or (ii) in the case of redemption pursuant to Condition 11 (*Events of Default and Rights of Acceleration*), the due date for the early redemption of such Note, represents the fair market value of such Note (taking into account all factors which the Calculation Agent determines to be relevant) less Associated Costs, and provided that no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes and provided further that, if "Market Value less Associated Costs (90 per cent. floor)" is specified in the applicable Final Terms as the Early Redemption Amount, in no event shall the Early Redemption Amount of each Note (in the case of an Instalment Note, when aggregated with the sum of any Instalment Amounts already paid in respect of such Note) be less than 90 per cent. of the Specified Denomination of such Note (or, in the case of a Partly Paid Note, 90 per cent. of the amount paid up in respect of such Note, or, in the case of a Zero Coupon Note, 90 per cent. of the Amortised Face Amount (as defined in sub-paragraph (c) below) of such Note);

- (c) in the case of a Zero Coupon Note (other than an Index Linked Note, a Share Linked Note, a GDR/ADR Linked Note, an FX Linked Note, a Commodity Linked Note, a Fund Linked Note, an Inflation Linked Note, a Credit Linked Note or a Preference Share Linked Note), at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

"**RP**" means the Reference Price; and

"**AY**" means the Accrual Yield expressed as a decimal; and

"**y**" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Final Terms; or

- (d) in the case of a Preference Share Linked Note, in accordance with the definition of "Early Redemption Amount" set out in Annex 15.

As used herein:

"**Associated Costs**" means, an amount per Note of the Specified Denomination equal to such Notes' *pro rata* share of the total amount of any and all costs associated or incurred by the Issuer or any Affiliate in connection with such early redemption, including, without limitation, any costs associated with unwinding any funding relating to the Notes and any costs associated with unwinding any hedge positions relating to the Notes, all as determined by the Calculation Agent in its sole discretion.

(H) *Automatic Early Redemption Event*

If Automatic Early Redemption is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if an Automatic Early Redemption Event as specified in the applicable Final Terms occurs, the Issuer will give notice to Noteholders in accordance with Condition 14 (*Notices*) and the Notes will be redeemed in whole, but not in part, on the Automatic Early Redemption Date as specified

in the applicable Final Terms at the Automatic Early Redemption Amount as specified in the applicable Final Terms.

(I) *Instalments*

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (G) above.

(J) *Partly Paid Notes*

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 7 (*Redemption, Repayment and Repurchase*) and the applicable Final Terms.

(K) *Illegality*

In the event that the Issuer determines in good faith that (i) the performance of the Issuer's obligations under the Notes or that any arrangements made to hedge the Issuer's obligations under the Notes or (ii) in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV, the performance by the Guarantor of any of its obligations under the Guarantee in respect of the Notes (except for Secured Notes), has or will become, in whole or in part, unlawful, illegal or otherwise contrary to any present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative, judicial or regulatory authority or powers, or any change in the interpretation thereof that is applicable to the Issuer and/or the Guarantor, the Issuer may (but will have no obligation), at its discretion, by giving, at any time, not less than 10 nor more than 30 calendar days' notice to Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), elect that such Notes be redeemed, in whole but not in part, on the date specified by the Issuer, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date fixed for redemption.

(L) *Repurchases*

The Issuer, the Guarantor (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) or any of their affiliates may purchase at any time and from time to time outstanding Notes by tender, in the open market or by private agreement. Such Notes may be held, reissued, resold or, at the option of the Issuer or (if applicable) the Guarantor, surrendered to any Paying Agent for cancellation.

(M) *Cancellations*

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (L) above shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

(N) *Late payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraphs (A), (B), (C), (D) or (E) above or upon its becoming due and repayable as provided in Condition 11 (*Events of Default and Rights of Acceleration*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (G)(c) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

- (b) five calendar days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

(O) *Regulatory Approvals*

The redemption, repayment or repurchase of any Note issued by BAC that is long-term debt satisfying certain eligibility criteria ("**eligible LTD**") under the final total loss-absorbing capacity rules of the U.S. Board of Governors of the Federal Reserve System (the "**Federal Reserve Board**") prior to its stated maturity date will require the prior approval of the Federal Reserve Board if after such redemption, repayment or repurchase BAC would fail to satisfy its requirements as to eligible LTD or total loss-absorbing capacity under such rules.

8. **Currency Substitution and Unavailability**

(A) *Occurrence of a Currency Substitution Event*

In the event that the Issuer and the Calculation Agent, in their discretion, determine that any Relevant Governmental Authority (as defined below) of a country, bloc of countries or other applicable sovereign entity or entities (each, an "**Applicable Jurisdiction**") announces or in any event effects (whether pursuant to legislation enacted for such purpose in the Applicable Jurisdiction, in accordance with or in breach of applicable international treaties, or in any other manner) or (based on any publicly available information which the Issuer and the Calculation Agent reasonably consider relevant) there is a substantial likelihood that it will effect within the next 90 days, the replacement of the lawful currency (the "**Initial Currency**") of an Applicable Jurisdiction with a substitute currency ("**Substitute Currency**") (for the avoidance of doubt, including circumstances in which a country (a "**Departing Country**") within a bloc of countries in a currency union passes legislation (or a Relevant Governmental Authority thereof announces that it will pass legislation or otherwise seeks) to effect or does effect the withdrawal of such Departing Country from the currency bloc and the replacement of the currency of the currency union with another currency as the official currency of the Departing Country) (any such event being a "**Currency Substitution Event**"), and:

- (a) the calculation of amounts to be paid or assets to be delivered under any Note is linked to one or more Reference Item(s), and the currency by which the Reference Item(s) and/or any component(s) thereof is priced, quoted or traded is (or, in the Issuer's reasonable opinion is likely to be), as a result of the Currency Substitution Event, redenominated from the Initial Currency into the Substitute Currency; and/or
- (b) the calculation of amounts to be paid or assets to be delivered under any Note is linked to one or more floating rates of interest based on or related to amounts denominated in the Initial Currency; and/or
- (c) the Hedging Arrangements (as defined below) in respect of any Note have been materially adversely affected by (A) the Currency Substitution Event and/or (B) capital controls or other restrictions imposed by a Relevant Governmental Authority of the Applicable Jurisdiction, and the Hedging Party (as defined below) is unable, after using commercially reasonable efforts, to alter or modify the Hedging Arrangements and/or establish alternate Hedging Arrangements to fully account for the material adverse effect of (A) and/or (B) above,

then, unless otherwise provided in the applicable Final Terms, the Issuer and the Calculation Agent may, in their discretion:

- (x) make such adjustments, as shall be notified to each Holder of the relevant Notes, to the exercise, settlement, valuation, calculation, payment (including the Specified Currency and/or Settlement Currency) and/or any other Terms and

Conditions of the Note as the Issuer determines appropriate to (i) (in all cases other than (c) above) preserve the economic terms of such Notes as of the Issue Date, including, without limitation, making any currency conversion necessary as part of any such adjustment based on the relevant official conversion rate or at an appropriate market rate of exchange determined by the Calculation Agent to be prevailing as of any relevant time and date, or (ii) (in the case of (c) above) account for the material adverse effect on the Hedging Arrangements and in order to effect a commercially reasonable result; or

- (y) redeem such Notes on such day as shall be notified to the relevant Holders at their Early Redemption Amount, which amount shall be the Market Value less Associated Costs (no floor) or the Market Value less Associated Costs (90 per cent. floor) as provided in Condition 7(G) and as specified in the applicable Final Terms.

For the avoidance of doubt, the circumstances and consequences described in this Condition 8 (*Currency Substitution and Unavailability*) and any resulting or alternative adjustments to the exercise, settlement, valuation, calculation, payment and/or any other Terms and Conditions of the Notes will not entitle any Holder of such Notes (A) to any legal remedy, including, without limitation, rescission, repudiation, or renegotiation of the Notes, or (B) to raise any defence or make any claim (including, without limitation, claims of breach, force majeure, frustration of purpose, or impracticability) or any other claim for compensation, damages, or any other relief.

For the purposes of this Condition 8 (*Currency Substitution and Unavailability*):

"Hedging Arrangements" means any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) in order to hedge individually or on a portfolio basis the Issuer's obligations under any Note.

"Hedging Party" means, the Issuer or any of the Issuer's affiliate(s) or any entity (or entities) acting on the Issuer's behalf engaged in any underlying or hedging transactions relating to any Note and/or underlying market measure(s) in respect of the Issuer's obligations under the Note.

"Relevant Governmental Authority" means, in relation to any Applicable Jurisdiction, any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of such Applicable Jurisdiction.

(B) *Unavailability of Currency*

If, at or about the time of payment of any principal of, premium, if any, interest, or any other amounts payable with respect to any Series of Notes, the applicable Specified Currency or Settlement Currency, as applicable, for such Series is not legal tender for the payment of public and private debts in the country that issued such Specified Currency or Settlement Currency at the Issue Date of such Series of Notes or is otherwise unavailable to the Issuer, and such Specified Currency or Settlement Currency has been replaced by another currency that has become legal tender for the payment of public and private debts in such country (a **"Replacement Currency"**), any amount payable pursuant to such Series of Notes may be paid, at the Issuer's option, in the Replacement Currency or in U.S. Dollars, at a rate of exchange which takes into account the conversion, at the rate prevailing on the most recent date on which official conversion rates were quoted or set by the national government or other authority responsible for issuing the Replacement Currency, from the applicable Specified Currency or Settlement Currency to the Replacement Currency or to U.S. Dollars, if applicable, and, if necessary, the conversion of the Replacement Currency into U.S. Dollars at the rate prevailing on the date of such conversion. In this circumstance, the Issuer will appoint a financial institution to act as exchange rate agent for purposes of making the required conversions

in accordance with prevailing market practice and the terms of the applicable Series of Notes and with any applicable arrangements between the Issuer and the exchange rate agent.

With respect to a Series of Notes that is not denominated in U.S. Dollars, if (a) the Specified Currency is unavailable or (b) as a result of current or proposed economic sanctions affecting banks in the country where the Specified Currency is recognised as the lawful currency, countermeasures to such sanctions or changes in the government of such country (each such event, a "**Decreased Availability Event**"), at a time of payment of any principal, premium, if any, interest, or any other amounts payable with respect to such Series of Notes, the availability to the Issuer or Guarantor of such Specified Currency from one or more sources in the international markets previously used by the Issuer or Guarantor for the purpose of such payment has decreased as compared to the availability of such Specified Currency as at the most recent Interest Payment Date immediately preceding the announcement or publicity regarding such Decreased Availability Event (or, in the case of the first Interest Payment Date, as applicable, as compared to the availability of such Specified Currency as at the Issue Date), and in the case of either (a) or (b) such Specified Currency has not been replaced, then, in either such case, the Issuer or Guarantor, as applicable, may satisfy its obligations to holders of such Series of Notes by making the relevant payment of principal, premium, if any, interest, or any other amounts payable with respect to such Series of Notes on the date of payment in U.S. Dollars. The amount of such payment made in U.S. Dollars will be determined by an exchange rate agent to be appointed by the Issuer and/or the Guarantor on the basis of the market exchange rate, such rate being equal to the highest mid-exchange rate quotation in The City of New York received by the exchange rate agent at approximately 11:00 a.m., New York City time, on the second business day preceding the applicable payment date from three recognised foreign exchange dealers for the purchase by the quoting dealer of the Specified Currency for U.S. Dollars for settlement on the applicable payment date in a tradable amount consistent with accepted market practice.

One of the dealers providing quotations may be the exchange rate agent unless the exchange rate agent is an affiliate of the Issuer or the Guarantor. If no mid-exchange rate quotations are available, the exchange rate agent will determine the market exchange rate at its sole discretion in accordance with acceptable market practice and the terms of the applicable Series of Notes and with any applicable arrangements between the Issuer and/or the Guarantor, as applicable and the exchange rate agent.

The above provisions do not apply if the applicable Specified Currency for a Series of Notes is unavailable because it has been replaced by the euro, in which case Condition 4 (Redenomination) shall apply with respect to such Series.

Any payment made in U.S. Dollars or an applicable Replacement Currency as described above where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

The exchange rate agent to be appointed by the Issuer or the Guarantor may be one of the Issuer's or Guarantor's affiliates, and, from time to time after the initial appointment of an exchange rate agent, the Issuer and/or the Guarantor, as applicable, may appoint one or more different exchange rate agents for an applicable Series of Notes without consent from the holders of such Series of Notes and without notifying such holders of the change. The exchange rate agent will determine the applicable rate of exchange that would apply to a payment made in U.S. Dollars or a Replacement Currency in its sole discretion unless the applicable Final Terms state that any such determination requires the Issuer's or the Guarantor's approval. Absent manifest error, those determinations will be final and binding on holders of the applicable Series of Notes, the Principal Agent and the Issuer and Guarantor.

For purposes of this Condition 8(B), unless otherwise specified in the applicable Final Terms, the term "business day" means any weekday that is not a legal holiday in New

York, New York or Charlotte, North Carolina and is not a day on which banking institutions in those cities are authorised or required by law or regulation to be closed.

9. Taxation

The Issuer or (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor will, subject to certain limitations and exceptions (set forth below), pay to a Noteholder who is a United States Alien or (in the case of Notes issued by MLBV) a Netherlands Non-resident (each as defined below) such additional amounts ("**Additional Tax Amounts**") as may be necessary so that every net payment of principal or interest or other amount with respect to the Notes or (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantee after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon such Noteholder or by reason of the making of such payment, by the United States or the Netherlands (as applicable) or any political subdivision or taxing authority of or in the United States or the Netherlands (as applicable), as the case may be, will not be less than the amount provided for in the Notes or the relevant Guarantee (as applicable) to be then due and payable, as the case may be. Neither the Issuer nor (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor shall be required to make any payment of Additional Tax Amounts for or on account of:

- (a) any tax, assessment or other governmental charge which would not have been imposed but for (i) the existence of any present or former connection between such Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Noteholder if such Noteholder is an estate, trust, partnership or corporation) and the United States or the Netherlands (as applicable), as the case may be, including, without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been a citizen or resident or treated as a resident of the United States or the Netherlands (as applicable), as the case may be, or being or having been present or engaged in a trade or business in the United States or the Netherlands (as applicable), as the case may be, or having or having had a permanent establishment in the United States or the Netherlands (as applicable), as the case may be, or (ii) the presentation of a Note for payment on a date more than 15 calendar days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (b) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property or any similar tax, assessment or other governmental charge;
- (c) any tax, assessment or other governmental charge imposed by reason of such Noteholder's past or present status as a personal holding company, foreign personal holding company, passive foreign investment company, private foundation, or other tax-exempt entity, or controlled foreign corporation for United States tax purposes or a corporation which accumulates earnings to avoid United States federal income tax;
- (d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payments of principal or interest or other amount with respect to the Notes;
- (e) any tax, assessment or other governmental charge imposed as a result of such Noteholder's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote;
- (f) any tax, assessment or other governmental charge imposed as a result of such Noteholder being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (g) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence, identity or connection with the

United States or the Netherlands (as applicable), as the case may be, of the Noteholder or of the beneficial owner of such Note, if such compliance is required by statute or by Regulation of the U.S. Department of the Treasury or of the relevant Netherlands authority (as applicable), as the case may be, as a precondition to relief or exemption from such tax, assessment or other governmental charge;

- (h) in the case of Notes issued by BAC or BofA Finance, any tax, assessment, or other government charge imposed on a payment of principal or interest (or any other payment) on any Note which is an Index Linked Note, Share Linked Note, GDR/ADR Linked Note, FX Linked Note, Commodity Linked Note, Fund Linked Note, Inflation Linked Note, Credit Linked Note, Preference Share Linked Note or Note linked to other Reference Item(s) and in respect of which the holder may not receive at least 90 per cent. of the Specified Denomination per Note (or, in the case of a Partly Paid Note, 90 per cent. of the amount paid up in respect of such Note or, in the case of a Zero Coupon Note, 90 per cent. of the Amortised Face Amount of such Note);
- (i) any tax, assessment, or governmental charge imposed solely because the payment is to be made by a particular Paying Agent or a particular office of a Paying Agent and would not be imposed if made by another agent or by another office of this agent;
- (j) any tax, assessment, or other governmental charge that is imposed or withheld by reason of the application of Sections 1471 through 1474 of the Code (or any successor provisions), any regulation, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, whether currently in effect or as published and amended from time to time, or any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code;
- (k) any tax, assessment, or other governmental charge that is imposed or withheld by reason of the payment being treated as a dividend or "dividend equivalent" for United States tax purposes; or
- (l) any combination of paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k) above,

nor shall Additional Tax Amounts be paid to any United States Alien or Netherlands Non-resident (as applicable), as the case may be, which is a fiduciary or partnership or other than the sole beneficial owner of the Note to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner of the Note would not have been entitled to payment of the Additional Tax Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note.

The term "**United States Alien**" means any corporation, partnership, entity, individual, or fiduciary that is for United States federal income tax purposes (1) a foreign corporation, (2) a foreign partnership to the extent one or more of the members of which is, for United States federal income tax purposes, a foreign corporation, a non-resident alien individual, or a foreign estate or trust, (3) a non-resident alien individual, or (4) a foreign estate or trust.

The term "**Netherlands Non-resident**" means any individual, corporation, partnership or any other entity that for Netherlands tax purposes is a non-resident individual, non-resident corporation, non-resident partnership or any other non-resident entity.

10. **Prescription**

The Notes issued by MLBV will become void unless presented for payment or delivery within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined below) therefor.

As used herein, the "**Relevant Date**" means the date on which such payment or delivery first becomes due, except that, if the full amount of any moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

For Notes issued by BAC and Notes issued by BofA Finance, under New York's statute of limitations generally, any legal action to enforce the payment obligations of the relevant Issuer or, in the case of Notes issued by BAC, delivery obligations, evidenced by such Notes and/or, in the case of Notes issued by BofA Finance, the payment obligations of the Guarantor evidenced by the BofA Finance Guarantee of such Notes must be commenced within six years after payment or, in the case of Notes issued by BAC, delivery, is due. Under New York's statute of limitations generally, the payment or delivery obligations of the Guarantor evidenced by the MLBV/MLICo. Guarantee of MLBV Notes must be commenced within six years after payment or delivery is due. Thereafter, such payment or delivery obligations will generally become unenforceable.

11. Events of Default and Rights of Acceleration

(A) Notes issued by MLBV

The occurrence of one or more of the following events with respect to any Series of Notes issued by MLBV shall constitute an "**Event of Default**" with respect to such Series:

- (a) default shall be made in the payment of any amount of interest due in respect of any such Notes and the default continues for a period of 30 calendar days after the due date; or
- (b) default shall be made in the payment of any principal of any such Notes or in the delivery when due of the Entitlement in respect of any such Notes (in each case whether at maturity or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date; or
- (c) MLBV shall fail to perform or observe any other term, covenant or agreement contained in the Terms and Conditions applicable to any of such Notes or in the English Law Agency Agreement for the period of 90 calendar days after the date on which written notice of such failure, requiring MLBV to remedy the same, first shall have been given to the Principal Paying Agent and MLBV by Holders of at least 33 per cent. of the aggregate principal amount of any such Notes outstanding; or
- (d) a court having jurisdiction in the premises shall have entered a decree or order granting relief with respect to MLBV in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of MLBV of all or substantially all of its property or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force and unstayed for a period of 60 consecutive calendar days; or
- (e) MLBV shall institute proceedings for relief under any applicable bankruptcy, insolvency or any other similar law now or hereafter in effect, or shall consent to the institution of any such proceedings against it, or shall consent to the appointment of a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of it or of all or substantially all of its property, or shall make an assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing; or
- (f) any other events of default specified for a Series of Notes in the Final Terms.

If an Event of Default shall occur and be continuing with respect to any Series of Notes issued by MLBV, then the Holders of at least 33 per cent. in aggregate principal amount of such Notes outstanding may, at their option, declare such Notes to be due and payable immediately at the Early Redemption Amount, together with interest, if any, accrued thereon by written notice to MLBV, the Guarantor (if applicable) and the Principal Paying Agent at its main office in London, and if any such default is not waived in accordance with Condition 11(E) or cured by MLBV or the Guarantor (if applicable), as

the case may be, prior to receipt of such written notice, such Notes shall become and be immediately due and payable at the Early Redemption Amount, together with the interest, if any, accrued on such Notes.

An Event of Default will not occur and there will not be any right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of any Series of Notes of MLBV as a result of a covenant breach by the Guarantor (if applicable).

(B) *Notes issued by BAC*

The occurrence of any of the following events with respect to any Series of Notes issued by BAC shall constitute an "**Event of Default**" with respect to such Series:

- (a) BAC shall fail to pay the principal amount of any of such Notes or in the delivery of the Entitlement when due whether at maturity or upon early redemption or otherwise, and continuance of such default for a period of 30 calendar days; or
- (b) BAC shall fail to pay any instalment of interest, other amounts payable, or Additional Tax Amounts on any of such Notes for a period of 30 calendar days after the due date; or
- (c) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of BAC in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, conservator, assignee, custodian, trustee, or sequestrator (or similar official) of BAC or for any substantial part of its property or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 60 consecutive calendar days; or
- (d) BAC shall commence a voluntary case or proceeding under any applicable bankruptcy, insolvency, liquidation, receivership, reorganisation, or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, conservator, assignee, trustee, custodian, or sequestrator (or similar official) of BAC or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall take any corporate action in furtherance of any of the foregoing; or
- (e) any other events of default specified for a Series of Notes in the Final Terms.

If an Event of Default occurs and is continuing with respect to any Series of Notes issued by BAC, then the Noteholders of at least 25.00 per cent. in aggregate principal amount of such Notes outstanding, by written notice to BAC, the Registrar and the Principal Paying Agent, may declare such Notes to be due and payable immediately at the Early Redemption Amount (together with accrued and unpaid interest (if any) to (but excluding) the date of repayment and Additional Tax Amounts (if any) thereon) and if any such Event of Default is not waived, in accordance with Condition 11(E), prior to or shall continue at the time of receipt of such written notice, such amounts shall become immediately due and payable. Upon payment of such amounts, all of BAC's obligations in respect of payment of principal of, interest on, or any other amounts then payable (and Additional Tax Amounts, if any) on such Notes shall terminate. Interest on overdue principal, interest or any other amounts then payable thereon (and Additional Tax Amounts, if any) shall accrue from the date on which such principal, interest or any other amounts then payable (and Additional Tax Amounts, if any) were due and payable to the date such principal, interest or any other amounts payable (and Additional Tax Amounts, if any) are paid or duly provided for, at the rate borne by such Notes (to the extent payment of such interest shall be legally enforceable).

There will not be any right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of any Series of Notes issued by BAC other than as described in the preceding paragraph. In addition, for the avoidance of doubt, unless otherwise specified in the Final Terms and, unless contemplated by Condition 11(B)(a) or Condition 11(B)(b) and the preceding paragraph with respect to a Series of Notes issued by BAC, there shall not be any right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of any Series of Notes issued by BAC as a result of the failure on the part of BAC to observe or perform any covenants or agreements on the part of BAC contained in such Series of Notes or the Agency Agreement. Further, for the avoidance of doubt, if an Event of Default as described in Condition 11(B)(e) is specified in the Final Terms for a Series of Notes issued by BAC, there will be no right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of such Series of Notes on the terms described in the preceding paragraph unless such acceleration rights are granted specifically in the Final Terms for such Series of Notes.

(C) *Notes issued by BofA Finance*

The occurrence of any of the following events with respect to any Series of Notes issued by BofA Finance shall constitute an "Event of Default" with respect to such Series:

- (a) BofA Finance shall fail to pay the principal amount of any of such Notes when due whether at maturity or upon early redemption or otherwise, and continuance of such default for a period of 30 calendar days; or
- (b) BofA Finance shall fail to pay any instalment of interest, other amounts payable, or Additional Tax Amounts on any of such Notes for a period of 30 calendar days after the due date; or
- (c) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of BofA Finance in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, conservator, assignee, custodian, trustee, or sequestrator (or similar official) of BofA Finance or for any substantial part of its property or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 60 consecutive calendar days; or
- (d) BofA Finance shall commence a voluntary case or proceeding under any applicable bankruptcy, insolvency, liquidation, receivership, reorganisation, or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, conservator, assignee, trustee, custodian, or sequestrator (or similar official) of BofA Finance or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall take any corporate action in furtherance of any of the foregoing; or
- (e) any other events of default specified for a Series of Notes in the Final Terms.

If an Event of Default occurs and is continuing with respect to any Series of Notes issued by BofA Finance, then the Noteholders of at least 33.00 per cent. in aggregate principal amount of such Notes outstanding, by written notice to BofA Finance, the Guarantor, the Registrar and the Principal Paying Agent, may declare such Notes to be due and payable immediately at the Early Redemption Amount (together with accrued and unpaid interest (if any) to (but excluding) the date of repayment and Additional Tax Amounts (if any) thereon) and if any such Event of Default is not waived, in accordance with Condition 11(E), or cured by BofA Finance or the Guarantor, prior to or shall continue at the time

of receipt of such written notice, such amounts shall become immediately due and payable. Upon payment of such amounts, all of BofA Finance's obligations in respect of payment of principal of, interest on, or any other amounts then payable (and Additional Tax Amounts, if any) on such Notes shall terminate. Interest on overdue principal, interest or any other amounts then payable thereon (and Additional Tax Amounts, if any) shall accrue from the date on which such principal, interest or any other amounts then payable (and Additional Tax Amounts, if any) were due and payable to the date such principal, interest or any other amounts payable (and Additional Tax Amounts, if any) are paid or duly provided for, at the rate borne by such Notes (to the extent payment of such interest shall be legally enforceable).

An Event of Default will not occur and there will not be any right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of any Series of Notes of BofA Finance as a result of a covenant breach by the Guarantor.

- (D) At any time after any Series of Notes has become due and payable following a declaration of acceleration made in accordance with this Condition 11 and before a judgment or decree for payment of the money due with respect to such Notes has been obtained by any Noteholder of such Notes, such declaration and its consequences may be rescinded and annulled upon the written consent of Noteholders of a majority in aggregate principal amount of such Notes then outstanding, or by resolution adopted by a majority in aggregate principal amount of such Notes outstanding present or represented at a meeting of Noteholders of such Notes at which a quorum is present, as provided in the applicable Agency Agreement, if:
- (i) (A) the Issuer has paid, or has deposited with the relevant clearing system, a sum sufficient to pay:
 - (1) all overdue amounts of interest on such Notes;
 - (2) the principal of such Notes which has become due otherwise than by such declaration of acceleration; or
 - (B) in the case of Notes to be redeemed by physical delivery, the Issuer has delivered the relevant assets to any agent appointed by the Issuer to deliver such assets to the Noteholders; and
 - (ii) all Events of Default with respect to such Notes, other than the non-payment of the principal of such Notes which has become due solely by such declaration of acceleration, have been cured or waived as provided in Condition 11(E) below.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

- (E) Any default by the Issuer or (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor, other than the events described in Condition 11(A)(a), Condition 11(A)(b), Condition 11(B)(a) or Condition 11(B)(b), or Condition 11(C)(a) or Condition 11(C)(b) may be waived by the written consent of Noteholders of a majority in aggregate principal amount of such Notes then outstanding affected thereby, or by resolution adopted by a majority in aggregate principal amount of such Notes then outstanding present or represented at a meeting of Noteholders of such Notes affected thereby at which a quorum is present, as provided in the applicable Agency Agreement. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the applicable Agency Agreement, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

12. Replacement of Notes

Should any Note be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of such costs and

expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

13. Paying Agents, Registrar and Calculation Agent

(A) *Paying Agents and Registrar*

The names of the initial Paying Agent and the Registrar and their initial specified offices are as set out at the end of these Terms and Conditions.

The Issuer and (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor are entitled to vary or terminate the appointment of any Paying Agent or the Registrar and/or appoint additional or other Paying Agents or Registrars and/or approve any change in the specified office through which any Paying Agent or Registrar acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar (which, in the case of the Registrar, shall be an entity with a specified office outside the United Kingdom);
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent, which may be the Principal Paying Agent, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) in a jurisdiction within Europe other than any jurisdiction in which the Issuer, or, in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV, the Guarantor, is incorporated;
- (d) so long as any of the Notes issued by MLBV are represented by a Rule 144A Global Note held through DTC, there shall be a U.S. Paying Agent; and
- (e) there shall at all times be a Calculation Agent.

Notice of any variation, termination, appointment or change in the Paying Agents or the Registrar will be given to the Noteholders in accordance with Condition 14 (*Notices*) provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such variation, termination or changes.

In acting under the applicable Agency Agreement, the Paying Agents and the Registrar act solely as agents of the Issuer and (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The applicable Agency Agreement contains provisions permitting any entity into which any Paying Agent or the Registrar is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent or registrar, as applicable.

(B) *Calculation Agent*

In relation to each issue of Notes, the Calculation Agent (whether it be Merrill Lynch International, BofA Securities Europe SA or another entity) acts solely as agent of the Issuer and (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Noteholders. All calculations and determinations made in respect of the Notes by the Calculation Agent shall be in its sole and absolute discretion (unless, in respect of the particular calculation or determination to be made, the Terms and Conditions provide that it shall be made in a "commercially reasonable manner"), in good faith, and shall (save in the case of negligence, wilful default or bad

faith, manifest error or proven error) be final, conclusive and binding on the Issuer, (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor, the Paying Agents and the Noteholders. The Calculation Agent shall promptly notify the Issuer and the Principal Paying Agent upon any such calculations and determinations, and (in the absence of negligence, wilful default or bad faith) no liability to the Issuer, (in the case of Notes issued by BofA Finance or (other than Secured Notes) MLBV) the Guarantor, the Paying Agents, the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

14. Notices

All notices regarding the Notes will be deemed to be validly given:

- (a) if, in respect of notices to Holders of Definitive Registered Notes, mailed to them at their respective addresses in the Register. Such notices will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing;
- (b) if, in respect of any Notes that are admitted to trading on the Luxembourg Stock Exchange's Euro MTF, and listed on the Official List, of the Luxembourg Stock Exchange (www.bourse.lu). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers; or
- (c) as otherwise specified in the applicable Final Terms.

Until such time as any Individual Note Certificates are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, as the case may be, be substituted for such publication in such newspaper(s) (as described in Condition 14(b)) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg, as applicable for communication by them to the Holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the Holders of the Notes on the day on which such notice was given to Euroclear and/or Clearstream, Luxembourg, as applicable.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with, in the case of Definitive Registered Notes, the related Individual Note Certificate (if applicable), with the Principal Paying Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. Meetings of Noteholders, Modification and Waiver

(A) *Meeting of Noteholders*

The applicable Agency Agreement contains provisions for convening meetings of the Holders of Notes of a particular Series to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of such Notes or any of the provisions of the applicable Agency Agreement.

- (a) *Notes issued by BAC and BofA Finance*

In the case of Notes issued by BAC or BofA Finance, such a meeting may be convened by the Principal Paying Agent, the relevant Issuer or the Guarantor (if applicable) and shall be convened by the Principal Paying Agent, the relevant Issuer or the Guarantor (if applicable) if required in writing by the Noteholders holding not less than 10 per cent. in nominal amount of the Notes of the affected Series for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons present and holding or representing in the aggregate more than 50 per cent. in principal amount of the Notes of the affected Series for the time being outstanding, or at any adjourned meeting the percentage of the aggregate principal amount of the Notes expressly stated in the notice reconvening the adjourned meeting, except that at any meeting the business of which includes the modification of certain provisions of the Notes (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes except, in each case, in accordance with these Conditions), the quorum shall be one or more persons present and holding or representing not less than three-quarters in principal amount of the Notes of the affected Series for the time being outstanding, or at any adjourned such meeting one or more persons present and holding or representing not less than one-quarter in principal amount of the Notes of the affected Series for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Holders of the Notes of a particular Series shall be binding on all the Holders of Notes of such Series, whether or not they are present at the meeting.

An Extraordinary Resolution may also be effected in writing signed or electronically approved using the systems and procedures in place from time to time of a relevant clearing system by or on behalf of all the Noteholders.

(b) *Notes issued by MLBV*

In the case of Notes issued by MLBV, such a meeting may be convened by MLBV or the Guarantor (if applicable) and shall be convened by MLBV or the Guarantor (if applicable) if required in writing by the Noteholders holding not less than 33 per cent. in nominal amount of the Notes of the affected Series for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Notes of the affected Series for the time being outstanding, or at any adjourned meeting one or more persons present whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the Entitlement or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes except, in each case, in accordance with these Conditions), the quorum shall be one or more persons present and holding or representing not less than two-thirds in nominal amount of the Notes of the affected Series for the time being outstanding, or at any adjourned such meeting one or more persons present and holding or representing not less than one-third in nominal amount of the Notes of the affected Series for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Holders of the Notes of a particular Series shall be binding on all the Holders of Notes of such Series, whether or not they are present at the meeting.

An Extraordinary Resolution may also be effected in writing signed or electronically approved using the systems and procedures in place from time to time of a relevant clearing system by or on behalf of all the Noteholders.

(B) *Modification*

The Principal Paying Agent and each Issuer may agree, without the consent of the Noteholders to:

- (a) any modification (except as mentioned above) of the Notes or the applicable Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes or the applicable Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

16. **Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

If the Issuer issues further Notes of the same Series during the initial 40-day restricted period applicable to the outstanding Notes of such Series, then such 40-day period will be extended until 40 calendar days after the later of the commencement of the offering of such further issue of Notes and the Issue Date of such further issue of Notes. In addition, if the Issuer issues further Notes of the same Series after the expiration of the 40-day restricted period, a new 40-day restricted period will be applied to such further issue of Notes without applying to the outstanding Notes. After the expiration of the new 40-day restricted period, all such Notes will be consolidated with and form a single Series with the outstanding Notes.

17. **Consolidation or Merger**

(A) *Notes issued by MLBV or BofA Finance*

The relevant Issuer or the Guarantor (if applicable) may not consolidate with, or sell or convey all or substantially all of its assets to, or merge with or into any other entity, other than in the case of the Guarantor, a sale or conveyance of all or substantially all of its assets to one or more Subsidiaries (as defined below), unless (i) (a) in the case of the relevant Issuer, either the relevant Issuer shall be the continuing company, or the successor entity (if other than the relevant Issuer) shall expressly assume the due and punctual payment of all amounts or delivery of all assets, as the case may be, (including Additional Tax Amounts as provided in Condition 9 (*Taxation*)) payable or deliverable, as applicable, with respect to the Notes, according to their tenor, and the due and punctual performance and observance of all of the obligations under the Conditions to be performed by the relevant Issuer by an amendment to the applicable Agency Agreement executed by, *inter alios*, such successor entity, the Guarantor, the Registrar and the Principal Paying Agent, and (b) in the case of the Guarantor, the Guarantor shall be the continuing company, or the successor entity (if other than the Guarantor) shall be organised and existing under the laws of the United States or a state thereof or the District of Columbia and such successor entity shall expressly assume the due and punctual payment of all amounts or delivery of all assets, as the case may be, (including Additional Tax Amounts as provided in Condition 9 (*Taxation*)) payable or deliverable, as applicable, with respect to the relevant Guarantee by the execution of a new guarantee of like tenor and (ii) immediately after giving effect to such transaction, no Event of Default under Condition 11 (*Events of Default and Rights of Acceleration*), and no event which, with notice or lapse of time or both, would become such an Event of Default shall have happened and be continuing. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the relevant Issuer or the Guarantor, as the case

may be, with the same effect as if it had been named herein as the relevant Issuer or the Guarantor, as the case may be, and the relevant Issuer or the Guarantor, as the case may be, except in the event of a conveyance by way of lease, shall be relieved of any further obligations under the Conditions, the applicable Agency Agreement and the relevant Guarantee, as applicable.

"**Subsidiary**" means any entity of which more than 50% of the voting power of the outstanding ownership interests (excluding ownership interests entitled to voting power only by reason of the happening of a contingency) shall at the time be owned, directly or indirectly, by the Guarantor, or one or more Subsidiaries, or by the Guarantor and one or more Subsidiaries. For this purpose, "**voting power**" means power to vote in an ordinary election of directors (or, in the case of an entity that is not a corporation, ordinarily to appoint or approve the appointment of entities holding similar positions).

(B) *Notes issued by BAC*

The Issuer may not consolidate with, or sell or convey all or substantially all of its assets to, or merge with or into any other entity, other than a sale or conveyance of all or substantially all of its assets to one or more Subsidiaries (as defined below), unless (i) either the Issuer shall be the continuing company, or the successor entity (if other than the Issuer) shall be organised and existing under the laws of the United States or a state thereof or the District of Columbia and such successor entity shall expressly assume the due and punctual payment of all amounts or delivery of all assets, as the case may be, (including Additional Tax Amounts as provided in Condition 9 (*Taxation*)) payable or deliverable, as applicable, with respect to the Notes, according to their tenor, and the due and punctual performance and observance of all of the obligations under the Conditions to be performed by the Issuer by an amendment to the New York Law Agency Agreement executed by, *inter alios*, such successor entity, the Registrar and the Principal Paying Agent, and (ii) immediately after giving effect to such transaction, no Event of Default under Condition 11 (*Events of Default and Rights of Acceleration*), and no event which, with notice or lapse of time or both, would become such an Event of Default shall have happened and be continuing. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the Issuer with the same effect as if it had been named herein as the Issuer, and the Issuer, except in the event of a conveyance by way of lease, shall be relieved of any further obligations under the Conditions and the New York Law Agency Agreement.

"**Subsidiary**" means any entity of which more than 50% of the voting power of the outstanding ownership interests (excluding ownership interests entitled to voting power only by reason of the happening of a contingency) shall at the time be owned, directly or indirectly, by the Issuer, or one or more Subsidiaries, or by the Issuer and one or more Subsidiaries. For this purpose, "**voting power**" means power to vote in an ordinary election of directors (or, in the case of an entity that is not a corporation, ordinarily to appoint or approve the appointment of entities holding similar positions).

18. **Business Days**

In these Terms and Conditions, "**Business Day**" means a day which is:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and (in the case of Notes issued by BofA Finance or BAC) New York City and each Additional Business Centre specified in the applicable Final Terms, provided that if the Additional Business Centre is specified in the applicable Final Terms to be or to include "TARGET", then Business Day shall also be a day on which the TARGET2 System is operating;
- (B) also (1) for any sum payable in a Specified Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits)

in the principal financial centre(s) of the country of the relevant Specified Currency (if other than London and any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland respectively) or (2) for any sum payable in euro, a day on which the TARGET2 System is operating, or (3) for any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre; and

- (C) where Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, a Banking Day (as defined in Annex 17).

19. Contracts (Rights of Third Parties) Act 1999

In the case of Notes issued by MLBV, no person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20. Governing Law and Submission to Jurisdiction

(A) Governing law

The English Law Agency Agreement, the MLBV Notes Deed of Covenant and the Notes issued by MLBV and any non-contractual obligations arising out of or in connection with the English Law Agency Agreement, the MLBV Notes Deed of Covenant and such Notes (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to the English Law Agency Agreement, the MLBV Notes Deed of Covenant and the Notes issued by MLBV or their respective formation) shall be governed by, and construed in accordance with, English law.

The New York Law Agency Agreement, the Notes issued by BofA Finance and BAC and the Guarantees shall be governed by, and construed in accordance with, the laws of the State of New York, United States, applicable to agreements made and to be performed wholly within such jurisdiction without regard to principles of conflicts of laws.

(B) Submission to jurisdiction

In relation to any legal action or proceedings ("**Proceedings**") arising out of or in connection with the Notes issued by MLBV, the courts of England have exclusive jurisdiction and MLBV and the Noteholders submit to the exclusive jurisdiction of the English courts. MLBV and the Noteholders waive any objection to Proceedings in the English courts on the grounds of venue or that the Proceedings have been brought in an inconvenient forum.

In relation to Proceedings arising out of or in connection with the Notes issued by BofA Finance, the courts of the State of New York or the courts of the United States of America located in the Borough of Manhattan in the City and State of New York have non-exclusive jurisdiction and BofA Finance and the Noteholders submit to the non-exclusive jurisdiction of such courts of the State of New York or courts of the United States of America solely for the purposes of any legal action or proceeding brought to enforce BofA Finance's obligations under the New York Law Agency Agreement or the Notes issued by BofA Finance. BofA Finance and the Noteholders waive any objection to such courts of the State of New York or courts of the United States of America on the grounds of venue or that the Proceedings have been brought in an inconvenient forum.

In relation to Proceedings arising out of or in connection with the Notes issued by BAC, the courts of the State of New York or the courts of the United States of America located in the Borough of Manhattan in the City and State of New York have non-exclusive jurisdiction and BAC and the Noteholders submit to the non-exclusive jurisdiction of such courts of the State of New York or courts of the United States of America solely for

the purposes of any legal action or proceeding brought to enforce BAC's obligations under the New York Law Agency Agreement or the Notes issued by BAC. BAC and the Noteholders waive any objection to such courts of the State of New York or courts of the United States of America on the grounds of venue or that the Proceedings have been brought in an inconvenient forum.

For greater certainty, the Guarantor has not submitted to the jurisdiction of the English courts in the Guarantees, and claims under the Guarantees are required to be instituted in the courts of the State of New York or the courts of the United States of America located in the Borough of Manhattan in the City and State of New York, United States.

(C) *Express Acknowledgement of the U.S. Special Resolution Regimes*

In the event the Issuer, the Guarantor or, in respect of Secured Notes, the Secured Instruments Collateral Provider, becomes subject to a proceeding under the U.S. Federal Deposit Insurance Act or Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (each, a "**U.S. Special Resolution Regime**"), the transfer of the Notes and/or the Guarantee (together, the "**Relevant Obligations**"), and the transfer of any interest and obligation in or under, and any property securing, the Relevant Obligations, from the Issuer, the Guarantor or, in respect of Secured Notes, the Secured Instruments Collateral Provider, respectively, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if the Relevant Obligations, and any interest and obligation in or under, and any property securing, the Relevant Obligations, were governed by the laws of the United States or a state of the United States. In the event the Issuer, the Guarantor, or, in respect of Secured Notes, the Secured Instruments Collateral Provider, or any of their affiliates (as such term is defined in, and interpreted in accordance with, 12 U.S.C. § 1841(k)) becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Issuer, the Guarantor or, in respect of Secured Notes, the Secured Instruments Collateral Provider, with respect to the Relevant Obligations are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if the Relevant Obligations were governed by the laws of the United States or a state of the United States. For purposes of this paragraph, "**default right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. § 252.81, 12 C.F.R. § 382.1 and 12 C.F.R. § 47.1, as applicable.

(D) *Appointment of Process Agent*

MLBV hereby appoints Bank of America, National Association, London Branch currently at 2 King Edward Street, London EC1A 1HQ (Att: General Counsel EMEA) as its agent in England to receive service of process in any Proceedings in England. If for any reason such process agent ceases to act as such or no longer has an address in England, MLBV agrees to appoint a substitute process agent and to notify the Holders of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

BAC hereby appoints CT Corporation System at 28 Liberty Street, New York, New York 10005 as its agent upon whom process may be served in any suit, action, or proceeding relating to or arising out of the New York Law Agency Agreement or the Notes issued by BAC and with a copy to BAC at Bank of America Corporation, Bank of America Corporate Center, NC1-007-06-10, 100 North Tryon Street, Charlotte, North Carolina 28255-0065, Attn: Corporate Treasury - Global Funding Transaction Management, and with an additional copy to Bank of America Corporation, Legal Department, NC1-027-18-05, 150 North College Street, Charlotte, North Carolina 28255-0065, Attn: General Counsel.

BofA Finance hereby appoints CT Corporation System at 28 Liberty Street, New York, New York 10005 as its agent upon whom process may be served in any suit, action, or proceeding relating to or arising out of the New York Law Agency Agreement or the Notes issued by BofA Finance and with a copy to BofA Finance at Bank of America Corporation, Bank of America Corporate Center, NC1-007-06-10, 100 North Tryon

Street, Charlotte, North Carolina 28255-0065, Attn: Corporate Treasury - Global Funding Transaction Management, and with an additional copy to Bank of America Corporation, Legal Department, NC1-027-18-05, 150 North College Street, Charlotte, North Carolina 28255-0065, Attn: General Counsel

PART 2

TERMS AND CONDITIONS OF THE CASH SETTLED EXCHANGEABLE NOTES

**TERMS AND CONDITIONS
OF THE CASH SETTLED EXCHANGEABLE NOTES**

*The following are the "Terms and Conditions of the Cash Settled Exchangeable Notes" which will be endorsed on, incorporated by reference into or attached to each Global Note (as defined below) and each individual note certificate (an "**Individual Note Certificate**") representing a Registered Note (as defined below) in definitive form (a "**Definitive Registered Note**"), and in the case of Individual Note Certificates only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Individual Note Certificate will have endorsed thereon or attached thereto such Exchangeable Note Terms and Conditions. The applicable Final Terms (as defined below) in relation to any Tranche (as defined below) of Exchangeable Notes (as defined below) may specify other Exchangeable Note terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Exchangeable Note Terms and Conditions, replace or modify the following Exchangeable Note Terms and Conditions for the purpose of such Tranche of Exchangeable Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and Individual Note Certificate, as applicable.*

This Exchangeable Note is one of a Series (as defined below) of cash settled exchangeable notes (the "**Exchangeable Notes**") issued by Merrill Lynch B.V. ("**MLBV**" or the "**Issuer**"), and references to the Issuer shall be construed accordingly. References herein to the "Exchangeable Notes" shall be references to the Exchangeable Notes of a Series and shall mean:

- (a) in relation to any Registered Note represented by a global Note (a "**Global Note**"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any Definitive Registered Notes issued in exchange for a Global Note.

Exchangeable Notes issued by MLBV have the benefit of an Amended and Restated English Law Agency Agreement dated 13 May 2022 (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**English Law Agency Agreement**") which is governed by English law and made among MLBV in its capacity as Issuer, Merrill Lynch International & Co. C.V., in its capacity as an issuer, Bank of America Corporation ("**BAC**") in its capacity as Guarantor, Bank of America, N.A. (operating through its London Branch) in its capacity as principal paying agent and transfer and exchange agent (the "**Principal Paying Agent**"), Bank of America Europe DAC in its capacity as registrar (the "**Registrar**") and the other agents named therein.

References herein to the "**Principal Paying Agent**" and the "**Registrar**" shall include any additional or successor principal paying agent or registrar appointed pursuant to the English Law Agency Agreement.

References herein to the "**Agents**" are to the Registrar and the Principal Paying Agent, and any reference to an "**Agent**" is to any one of them.

The applicable Final Terms (the "**Final Terms**") for the Exchangeable Notes (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to, endorsed on or constituting a part of the Exchangeable Note which supplement these Exchangeable Note Terms and Conditions (the "**Exchangeable Note Terms and Conditions**"), or (the "**Exchange Note Conditions**") and may specify other Exchangeable Note Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Exchangeable Note Terms and Conditions, replace or modify these Exchangeable Note Terms and Conditions for the purposes of the Exchangeable Note. References to the "**applicable Final Terms**" are to Part A of the Final Terms (or the relevant provisions thereof) attached to, endorsed on or constituting a part of the Exchangeable Note.

The payment of the Final Redemption Amount, Cash Amounts (as defined below), interest, and all other amounts payable in respect of Exchangeable Notes issued by MLBV are unconditionally and irrevocably guaranteed by BAC (in such capacity, the "**Guarantor**") pursuant to a guarantee (the "**MLBV/MLICo. Guarantee**") dated 13 May 2022 executed by BAC. The original of the MLBV/MLICo. Guarantee is held by the Principal Paying Agent on behalf of the Holders of the Exchangeable Notes issued by MLBV at its specified office.

Any reference to "**Noteholders**" or "**Holders**" shall mean the person in whose name a Registered Note is registered and in relation to any Exchangeable Notes represented by a Global Note, shall be construed as provided below.

As used herein, "**Tranche**" means Exchangeable Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Exchangeable Notes together with any further Tranche or Tranches of Exchangeable Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates (if applicable) and/or Issue Prices (each as defined below).

The Holders of the Exchangeable Notes issued by MLBV are entitled to the benefit of the Notes Deed of Covenant (the "**MLBV Notes Deed of Covenant**") dated 13 May 2022 and made by MLBV. The original of the MLBV Notes Deed of Covenant is held by a common depositary for Euroclear and Clearstream, Luxembourg (each as defined below) (the "**Common Depositary**").

Copies of the English Law Agency Agreement, the MLBV/MLICo. Guarantee and the MLBV Notes Deed of Covenant are available for viewing and can be obtained during normal business hours at the specified office of the Principal Paying Agent. Copies of the applicable Final Terms are available for viewing and can be obtained at the specified office of the relevant Dealer and the Principal Paying Agent only by a Noteholder holding one or more Exchangeable Notes and such Noteholder must produce evidence satisfactory to the Issuer or the Principal Paying Agent as to its holding of such Exchangeable Notes and identity. The Offering Circular and any supplement thereto and, in the case of Exchangeable Notes admitted to trading on the Luxembourg Stock Exchange's Euro MTF, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Final Terms relating to Exchangeable Notes listed and/or admitted to trading on any other stock exchange or market will be published in accordance with the rules and regulations of such stock exchange or market.

The Noteholders are deemed to have notice of, are entitled to the benefit of, and are bound by, all the provisions of the English Law Agency Agreement, the MLBV/MLICo. Guarantee, the MLBV Notes Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in these Exchangeable Note Terms and Conditions include summaries of, and are subject to, the detailed provisions of the English Law Agency Agreement.

Words and expressions defined in the English Law Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Exchangeable Note Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the English Law Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. **Form, Denomination and Title**

The Exchangeable Notes are issued in registered form ("**Registered Notes**") and, in the case of Individual Note Certificates, serially numbered, in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms, subject to compliance with all applicable legal and regulatory requirements. Exchangeable Notes of one Specified Denomination may not be exchanged for Exchangeable Notes of another Specified Denomination, or subdivided or reissued in a smaller denomination.

The Exchangeable Notes may either bear interest at a fixed rate ("**Fixed Rate Exchangeable Notes**") or they will not bear interest as specified in the applicable Final Terms.

Subject as set out below, title to Registered Notes shall, subject to mandatory rules of law, pass by registration in the Register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the English Law Agency Agreement.

For so long as any of the Exchangeable Notes are represented by a Global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Exchangeable Notes (in which regard any certificate or other

document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Exchangeable Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Guarantor, the Registrar and the Paying Agents, as applicable, as the holder of such nominal amount of such Exchangeable Notes for all purposes other than with respect to the payment of principal, premium (if any), Cash Amounts or interest or any other amounts payable on such nominal amount of such Exchangeable Notes, for which purpose the registered holder of the relevant Global Note shall be treated by the Issuer, the Guarantor, the Registrar and any Paying Agent, as applicable, as the holder of such nominal amount of such Exchangeable Notes in accordance with and subject to the terms of the relevant Global Note (and the expression "**Holder**" and related expressions shall be construed accordingly).

Any reference herein to Euroclear and/or Clearstream, Luxembourg, shall whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Paying Agent from time to time and notified to the Noteholders in accordance with Condition 20 (*Notices*).

2. **Exchange of Global Note and Transfer**

(a) *Exchange of Global Note*

In the case of an exchange of a Global Note for one or more Individual Note Certificates, the Registrar will reflect any such exchange on the Register, and one or more new Individual Note Certificates will be issued to the designated transferee or transferees.

(b) *Exchangeable Notes held in Euroclear and Clearstream, Luxembourg*

Exchangeable Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be.

(c) *Transfer of Definitive Registered Notes and Global Notes*

Subject to Condition 2(f) (*Closed Periods*), transfers of Definitive Registered Notes or Global Notes are effected upon the surrender (at the specified office of the Principal Paying Agent) of the Individual Note Certificates or Global Note, as applicable, to be transferred together with the form of transfer endorsed on such Individual Note Certificates or Global Note, as applicable (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing, and such other evidence as the Principal Paying Agent may reasonably require. The Registrar will reflect any such transfer on the Register. In the case of the transfer of all of a holding of Exchangeable Notes represented by one Individual Note Certificate or Global Note, as applicable, the Principal Paying Agent will cancel the Individual Note Certificate or Global Note, as applicable, surrendered by the transferor, and one new Individual Note Certificate or Global Note, as applicable, will be issued to the designated transferee (following the transferee's surrender of any existing Individual Note Certificate or Global Note, as applicable, in respect of Exchangeable Notes of that Series). In the case of a transfer of part only of a holding of Exchangeable Notes represented by one Individual Note Certificate, a new Individual Note Certificate will be issued to the designated transferee (following the transferee's surrender of any existing Individual Note Certificate in respect of Exchangeable Notes of that Series) and a further new Individual Note Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Definitive Registered Notes of a Series to a transferee who is already a Holder of such Series, a new Individual Note Certificate representing the enlarged holding shall only be issued against surrender of the Individual Note Certificate representing the existing holding. No beneficial owner of an interest in a Global Note will be able to transfer such interest, except as described above in Condition 2(b) (*Exchange of Global Note and Transfer - Exchangeable Notes held in Euroclear and Clearstream, Luxembourg*).

(d) *Exercise of Options or Partial Redemption in Respect of Exchangeable Notes*

In the case of a partial redemption of, a holding of Exchangeable Notes represented by a Global Note including, for the avoidance of doubt, a partial redemption following exercise by a Noteholder of the Exchange Right pursuant to Condition 7(a) (*Exchange Period and Exchange Price*), the Registrar shall make such entries in the Register to reflect the exercise of such option or in respect of the balance of the holding not redeemed.

In the case of a partial redemption of, a holding of Definitive Registered Notes represented by a single Individual Note Certificate, a new Individual Note Certificate shall be issued to the Holder to reflect the balance of the holding not redeemed. New Individual Note Certificates shall only be issued against surrender of the existing Individual Note Certificate to the Principal Paying Agent.

(e) *Delivery of New Individual Note Certificates and Global Notes*

Each new Individual Note Certificate or Global Note to be issued pursuant to this Condition 2 (*Exchange of Global Note and Transfer*) shall be available for delivery within three Business Days of receipt of the form of transfer and surrender of the Individual Note Certificate or Global Note, as applicable, for exchange. Delivery of the new Individual Note Certificate(s) or Global Note, as applicable, shall be made at the specified office of the Principal Paying Agent to whom delivery or surrender of such request for exchange, form of transfer, or Individual Note Certificate or Global Note shall have been made or, at the option of the Holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Individual Note Certificate or Global Note (as applicable) to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Principal Paying Agent the costs of such other method of delivery and/or such insurance as it may specify.

(f) *Closed Periods*

No Holder may require the transfer of Exchangeable Notes to be registered:

- (i) during the period beginning on the Record Date and ending on the due date for redemption of, or payment of any amount of interest, in respect of, that Exchangeable Note;
- (ii) after any such Exchangeable Note has been called for redemption;
- (iii) during the period beginning on the Record Date and ending on the date fixed for any meeting of Noteholders, or any adjourned meeting of Noteholders;
- (iv) during the period of seven calendar days ending on (and including) any Record Date; or
- (v) if the Registrar learns that the proposed transfer or exchange would violate any legend contained on the face of such Global Note or Individual Note Certificate.

Unless otherwise specified, as used herein "**Record Date**" means (i) in respect of any Definitive Registered Notes, the close of business (London time) on the 15th calendar day and (ii) in respect of any Global Notes, the close of business on the Relevant Clearing System Business Day, in each case, prior to the applicable due date for redemption of an Exchangeable Note, or the payment of any amount of interest in respect of an Exchangeable Note, or the date fixed for any meeting, or adjourned meeting, of holders of Exchangeable Notes, where "**Relevant Clearing System Business Day**" means a day on which the relevant clearing system through which the Exchangeable Notes are held is open for business.

For the avoidance of doubt, this Condition 2(f) (*Exchange of Global Note and Transfer - Closed Periods*) shall not apply to or restrict the Issuer's ability to purchase an outstanding Series of Exchangeable Notes pursuant to Condition 11 (*Redemption and Purchase*).

(g) *Exchange or Transfer Free of Charge*

Exchange and transfer of Exchangeable Notes on registration, transfer, partial redemption, partial repayment, settlement or exercise of an option (as applicable) shall be effected without charge by or on behalf of the Issuer or the Principal Paying Agent, but upon payment by the Holder of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Principal Paying Agent may require).

3. **Status of the Exchangeable Notes and the MLBV/MLICo. Guarantee**

The Exchangeable Notes issued by MLBV constitute direct, unsubordinated, unconditional and unsecured obligations of MLBV and rank equally among themselves and rank equally (subject to exceptions as are from time to time provided by applicable laws and regulations) with all other present and future direct, unsubordinated, unconditional and unsecured obligations of MLBV.

In respect of Exchangeable Notes issued by MLBV, the obligations of the Guarantor under the MLBV/MLICo. Guarantee, save for such exceptions as may be provided by applicable laws and regulations or judicial order, will rank *pari passu* with its other present and future unsecured and unsubordinated obligations.

Terms of the MLBV/MLICo. Guarantee

Under the MLBV/MLICo. Guarantee, the Guarantor has unconditionally and irrevocably guaranteed to the holders of Exchangeable Notes issued by MLBV under the terms of the English Law Agency Agreement, the due and punctual payment of any and all amounts payable by MLBV as obligor in respect of such Exchangeable Notes when and as the same shall become due and payable pursuant to the Exchangeable Note Conditions and to the extent provided in the MLBV/MLICo. Guarantee.

4. **Redenomination**

(A) *Redenomination*

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders on giving prior notice to the Principal Paying Agent, Euroclear and Clearstream, Luxembourg and at least 30 calendar days' prior notice to the Noteholders in accordance with Condition 20 (*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Exchangeable Notes shall be redenominated in euro.

The election will have effect as follows:

- (a) the Exchangeable Notes shall be deemed to be redenominated in euro in the denomination of €0.01 with a nominal amount for each Exchangeable Note equal to the nominal amount of that Exchangeable Note in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Exchangeable Notes may be listed, and the Paying Agents of such deemed amendments;

- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Exchangeable Notes will be calculated by reference to the aggregate nominal amount of Exchangeable Notes presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;
- (c) if Definitive Registered Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer, in the denominations of €100,000 or any incremental amounts of €1,000 and (but only to the extent of any remaining amounts less than €100,000 or any incremental amounts of €1,000 or such other smaller denominations as the Principal Paying Agent may approve) €0.01 and such other denominations as the Principal Paying Agent shall determine and notify to the Noteholders;
- (d) the payment obligations contained in any Exchangeable Notes issued prior to the Redenomination Date will become void on the date on which the Issuer gives notice (the "**Redenomination Notice**") that replacement euro-denominated Exchangeable Notes are available for exchange (provided that such securities are so available) and no payments will be made in respect of them, although those Exchangeable Notes will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Exchangeable Notes will be issued in exchange for Exchangeable Notes denominated in the Specified Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the Noteholders in the Redenomination Notice. No Redenomination Notice may be given less than 15 calendar days prior to any date for payment of principal or interest (if any) on the Exchangeable Notes;
- (e) after the Redenomination Date, all payments in respect of the Exchangeable Notes, other than payments of interest (if any) in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Exchangeable Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (f) if the Exchangeable Notes are Fixed Rate Exchangeable Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
- (i) in the case of the Exchangeable Notes represented by a Global Note, by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes represented by such Global Note; and
- (ii) in the case of Definitive Registered Notes, by applying the Rate of Interest to the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Exchangeable Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Exchangeable Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding;

- (g) such other changes shall be made to this Condition 4 (*Redenomination*) as the Issuer may decide, after consultation with the Paying Agents and as may be specified in the notice, to conform it to conventions applicable to instruments denominated in euro.

(B) *Definitions*

In these Exchangeable Note Terms and Conditions, the following expressions have the following meanings:

"Established Rate" means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

"euro" means the lawful single currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

"Redenomination Date" means (in the case of interest-bearing Exchangeable Notes) any date for payment of interest under the Exchangeable Notes or (in the case of Exchangeable Notes which do not bear interest) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to Condition 4(A) (*Redenomination*) above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union.

5. **Definitions**

In these Conditions, unless otherwise provided:

"Affiliate" has the meaning given to it in Condition 12(e) (*Definition of Affiliate*);

"Alternative Options Exchange" has the meaning given to it in Condition 8(a) (*Adjustment of Exchange Price and the Shares*);

"Automatic Early Redemption Amount" means, in respect of each Specified Denomination of the Exchangeable Notes, the higher of (a) the Specified Denomination; and (b) the fair value per Exchangeable Note of such Specified Denomination, being the fair value per Exchangeable Note on the Relevant Announcement Date as determined by the Calculation Agent in good faith taking into account, *inter alia*, the Exchangeable Note Market Price on the Relevant Announcement Date, the Volume Weighted Average Price on the Relevant Announcement Date, the yield to maturity of any senior unsecured notes of, or guaranteed by, the Issuer with a similar final maturity date to the Exchangeable Notes, settlement of a hedge amount, if any and any other market parameter the Calculation Agent deems in good faith to be relevant for the valuation of the Exchangeable Notes on the Relevant Announcement Date.

"Automatic Early Redemption Date" means the day falling on the number of Exchange Business Days following the Relevant Announcement Date specified in the applicable Final Terms under the heading "Automatic Early Redemption Date";

"Averaging Date" has the meaning given to it in Condition 7(d)(i) (*Cash Amount*);

"Business Day" has the meaning given to it in Condition 23 (*Business Days*);

"Calculation Agent" means the calculation agent specified in the relevant Final Terms;

"Cash Amount" has the meaning given to it in Condition 7(d)(i) (*Cash Amount*);

"Change in Law" means that, on or after the Trade Date (as specified in the applicable Final Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that the Issuer will, or a Hedging Counterparty notifies the Issuer or any of the Issuer's Affiliates that it has determined that, (X) it has become illegal to hold, acquire or dispose of Shares, any Hedge Transactions or the

Exchangeable Notes or effect its necessary Hedging Activities, or (Y) it would incur a materially increased cost in performing its obligations under, in the case of the Issuer, the Exchangeable Notes or Hedge Transactions, or, in the case of an Affiliate of the Issuer, a Hedge Transaction, or, in the case of a Hedging Counterparty, any Hedge Transactions or in effecting its Hedging Activities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates);

"Closing Price" means, in respect of any Share, on any Scheduled Trading Day, the official closing price on such Scheduled Trading Day of a Share on the Relevant Stock Exchange as published by or derived (in the case of an Original Underlying Share) from the Relevant Screen Page specified in the applicable Final Terms on the Bloomberg information system (or any successor page) (using the setting labelled "Last Price" or any equivalent successor label to this setting) or (in any other case) from the equivalent page and setting in respect of the Relevant Stock Exchange for the Share (as determined by the Calculation Agent), if any or, in any such case, such other source as shall be determined to be appropriate by the Calculation Agent on such Scheduled Trading Day; provided that, if on any such Scheduled Trading Day such price is not available or cannot otherwise be determined as provided above, the Closing Price of a Share in respect of such day shall be the Closing Price, determined as provided above, on the immediately following day on which the same can be so determined as aforesaid or, if such price cannot be so determined, as determined in good faith by the Calculation Agent;

"Company" means the company specified in the relevant Final Terms, which is the issuer of the Shares;

"Daily Cash Amount", or **"DCA"**, has the meaning given to it in Condition 7(d)(i) (*Cash Amount*);

"Delisting" has the meaning given to it in Condition 10(b) (*Nationalisation or Delisting*);

"Disrupted Day" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Dividend" has the meaning given to it in Condition 8(a)(v) (*Adjustment of Exchange Price and the Shares*);

"Dividend Taxes" means, in respect of a Share and a Dividend, any amounts that would have been withheld for or on account of tax if such Dividend was paid to the Issuer, the Dealer or any Affiliate as the holder of one Share, and excluding any reduction of such tax that is available to the Issuer, the Dealer or any Affiliate pursuant to a double tax treaty or any other applicable domestic exemption, as determined by the Calculation Agent;

"Early Closure" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Early Redemption Amount" means in respect of each Specified Denomination of the Exchangeable Notes, the higher of (a) the Specified Denomination; and (b) the fair value per Exchangeable Note of such Specified Denomination, being the fair value per Exchangeable Note on the second Business Day immediately preceding the due date for the early redemption or repayment, as applicable (**"Early Redemption Amount Calculation Date"**) as determined by the Calculation Agent in good faith taking into account, inter alia, the Exchangeable Note Market Price on the Early Redemption Amount Calculation Date, the Volume Weighted Average Price on the Early Redemption Amount Calculation Date, the yield to maturity of any senior unsecured notes of, or guaranteed by, the Issuer with a similar final maturity date to the Exchangeable Notes, settlement of a hedge amount, if any and any other market parameter the Calculation Agent deems in good faith to be relevant for the valuation of the Exchangeable Notes on the Early Redemption Amount Calculation Date;

"Eurex" means Eurex Exchange or its successor or any substitute exchange to which trading in options contracts relating to the Shares has temporarily or permanently relocated, as determined by the Calculation Agent;

"Eurex Corporate Actions Procedures" means the standard corporate actions procedures of Eurex, in effect from time to time;

"Event of Default" has the meaning given to it in Condition 15 (*Events of Default*);

"Exchange Business Day" means any Scheduled Trading Day on which the Relevant Stock Exchange and the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Relevant Stock Exchange or Related Exchange closing prior to its Scheduled Closing Time;

"Exchange Condition" has the meaning provided in Condition 7(a) (*Exchange Period and Exchange Price*);

"Exchange Date" has the meaning provided in Condition 7(d) (*Cash Amount*);

"Exchange Disruption" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Exchangeable Note Market Price" means, in respect of any Scheduled Trading Day, the market price per Specified Denomination of the Exchangeable Notes, being the price per Specified Denomination of the Exchangeable Notes (i) as derived from the relevant Bloomberg page (if any) on which the price of the Exchangeable Notes is displayed (setting "Last Price" or any successor setting) as at the close of business on such Scheduled Trading Day, as determined by the Calculation Agent (the **"Bloomberg Generic Price"**), or (ii) if such Bloomberg page is not available on such day, as derived by the Calculation Agent from any substitute Bloomberg page or from any successor to Bloomberg, as determined by the Calculation Agent, or (iii) if such substitute page or successor service is not available on such day, as derived from such other public source (if any) providing substantially similar market data to such Bloomberg page as the Calculation Agent shall consider appropriate, or (iv) failing such source, as derived from such other source (if any) displaying trading prices in respect of the Exchangeable Notes provided by at least three leading institutions as the Calculation Agent shall consider appropriate; provided that if, in the opinion of the Issuer, the relevant quotation of the Bloomberg Generic Price or, as the case may be, the quotation on any successor page or service or other public source is materially different from the reality of traded prices, the Calculation Agent will determine the Exchangeable Note Market Price in such other commercially reasonable manner as the Issuer and such Calculation Agent may agree or, in the absence of agreement, in such manner as may be determined by the Calculation Agent;

"Exchange Notice" has the meaning given to it in Condition 7(b) (*Procedure for Exercise of Exchange Rights*);

"Exchange Notice Delivery Date" has the meaning given to it in Condition 7(b) (*Procedure for Exercise of Exchange Rights*);

"Exchange Period" has the meaning given to it in Condition 7(a)(ii) (*Exchange Period and Exchange Price*);

"Exchange Premium" means the percentage above the Share Reference Price specified in the applicable Final Terms under the heading "Exchange Premium";

"Exchange Price" per Share is initially equal to the Share Reference Price multiplied by the sum of (i) one and (ii) the Exchange Premium expressed as a decimal (rounded to four decimal places, with 0.00005 being rounded upwards), as adjusted from time to time by the Calculation Agent in accordance with these Conditions;

"Exchange Redemption Date" means, unless otherwise specified in the applicable Final Terms, the fifth Business Day following the last Averaging Date used to determine the Cash Amount;

"Exchange Right" has the meaning given to it in Condition 7(a)(i) (*Exchange Period and Exchange Price*);

"Extraordinary Resolution" has the meaning given to it in the English Law Agency Agreement;

"Fair Market Value" means, unless otherwise specified in the applicable Final Terms, with respect to any property on any date:

- (i) in the case of an Ordinary Cash Dividend, the amount of such Ordinary Cash Dividend;
- (ii) in the case of a Special Cash Dividend, the amount of such Special Cash Dividend minus any applicable Dividend Taxes, as determined by the Calculation Agent;
- (iii) in the case of any cash, the amount of such cash;
- (iv) in the case of Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent), the arithmetic mean of the daily Volume Weighted Average Prices of such Securities, options, warrants or other rights or assets during the period of five Scheduled Trading Days on the Relevant Stock Exchange for such Securities, options, warrants or other rights or assets commencing on such date (or, if later, the first such Scheduled Trading Day on which such Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, options, warrants or other rights or assets are publicly traded;
- (v) in the case of Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent), the fair market value of such Securities, options, warrants or other rights or assets as determined by the Calculation Agent on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Share, the dividend yield of a Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof;

Such amounts shall be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date. In addition, the Fair Market Value shall, other than in respect of a Special Cash Dividend as set out in sub-paragraph (ii) above, be determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;

"Final Redemption Amount" has the meaning given to it in Condition 11(a)(ii) (*Redemption at Maturity*);

"Hedging Activities" means any activities or transactions undertaken in connection with the establishment, maintenance, adjustment or termination of a Hedge Transaction;

"Hedging Counterparty" means a counterparty to a Hedge Transaction of (i) the Issuer or (ii) any of the Issuer's Affiliates;

"Hedge Transaction" means: (i) with respect to the Issuer or any of its Affiliates, a transaction including a share option transaction (a **"Transaction"**) or asset the Issuer or its Affiliate deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Exchangeable Notes; or (ii) with respect to a Hedging Counterparty, (a) any Transaction or (b) any purchase, sale, entry into or maintenance of one or more (1) positions or contracts in securities, options, futures, derivatives or foreign exchange, (2) stock loan transactions or (3) other instruments or arrangements (howsoever described) by a Hedging Counterparty (or an Affiliate thereof) to hedge, individually or on a portfolio basis, a Transaction;

"Issue Date" means the Issue Date specified in the applicable Final Terms;

"Interest Payments Dates" means the dates so specified in the applicable Final Terms;

"Interest Period" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date);

"Maturity Date" means the maturity date specified in the applicable Final Terms;

"Market Disruption Event" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Maturity Averaging Date" has the meaning given to it in Condition 11(a)(ii) (*Redemption at Maturity*);

"Maturity Daily Cash Amount" has the meaning given to it in Condition 11(a)(ii) (*Redemption at Maturity*);

"Nationalisation" has the meaning given to it in Condition 10 (*Nationalisation or Delisting*);

"Optional Redemption Notice" has the meaning given to it in Condition 11(b) (*Redemption at the Option of the Issuer*);

a **"person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

"Prevailing Rate" means, in respect of a pair of currencies on any day, the spot rate (setting **"Mid price"**) of exchange between the relevant currencies prevailing as at 5 p.m. (London time) on that date as appearing on or derived from the Relevant Page (using, where the Relevant Page is a Bloomberg page, the time zone "London", or, if not available, any other fixing rate page (if any) on Bloomberg as determined by the Calculation Agent to be appropriate) or, if such a rate cannot be determined at such time, the rate prevailing as at 5 p.m. (London time) on the immediately succeeding day on which such rate can be so determined or if such rate cannot be so determined, the rate determined in such other manner as the Calculation Agent shall deem in good faith appropriate;

"Record Date" has the meaning given to it in Condition 2(f) (*Closed Periods*);

"Register" means the relevant register held by the Registrar in respect of the Registered Notes;

"Related Exchange" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Relevant Announcement Date" means (i) in respect of an early redemption of the Exchangeable Notes pursuant to Condition 11(c) (*Settlement of Options Contracts*) the date of announcement of settlement of all relevant options contracts in respect of the Shares traded on the Related Exchange, (ii) in respect of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iii) in the case of a Delisting, the date of the first public announcement by the Relevant Stock Exchange that the Shares will cease to be listed, traded or publicly quoted, whichever is earlier, and (iv) in respect of a Change in Law, the date on which the Issuer determines that a Change in Law has occurred or on which the Issuer or any of its Affiliates receives a notice from a Hedging Counterparty that it has determined that a Change in Law has occurred;

"Relevant Currency" means the currency in which the Shares are denominated or, if at the relevant time or for the purposes of the relevant calculation or determination, such currency is no longer the currency in which the Shares are quoted or dealt in on the Relevant Stock Exchange for the Shares, the currency in which the Shares are quoted or dealt in on such Relevant Stock Exchange at such time;

"Relevant Date" means, in respect of any Exchangeable Note, the date on which any payment in respect of it first becomes due except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 20 (*Notices*);

"Relevant Exchange Ratio" has the meaning given to it in Condition 7(d) (*Cash Amount*);

"Relevant Page" means "Bloomberg FX Fixings" (page BFIX) on Bloomberg or, if not available from Bloomberg, such other information service provider (as determined by the Calculation Agent) that at the relevant time displays the relevant information;

"Relevant Screen Page" means the relevant screen page specified as such in the applicable Final Terms;

"Relevant Stock Exchange" means (i) in respect of the Shares, the exchange specified as such in the Final Terms or its successor or any substitute exchange to which trading in the Shares has temporarily or permanently relocated, as determined by the Calculation Agent, and (ii) in respect of any Security (other than the Shares), or, as the case may be, option, warrant, or other right or asset, the principal stock exchange or securities market on which such Securities, or, as the case may be, options, warrants, or other rights or assets are then listed, admitted to trading or quoted or dealt in;

"Scheduled Closing Time" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Scheduled Trading Day" means any day on which the Relevant Stock Exchange and the Related Exchange are both scheduled to be open for trading for their regular trading sessions;

"Securities" means any securities including, without limitation, shares in the capital of the Company, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Company;

"Settlement Cycle" has the meaning given to it in Condition 8(g) (*Adjustment of Exchange Price and the Shares*);

"Share Price" means in relation to a determination of a daily Share Price or Daily Cash Amount in respect of a Scheduled Trading Day, the Volume Weighted Average Price of a Share on the relevant Scheduled Trading Day;

"Share Reference Price" means the simple arithmetic average (rounded to four decimal places, with 0.00005 being rounded upwards) of the daily Volume Weighted Average Price of a Share on each consecutive Scheduled Trading Day equal to the number of consecutive Scheduled Trading Days (each an **"Initial Averaging Date"**), subject to Condition 9 (*Disrupted Days*), specified in the applicable Final Terms under the heading "Initial Averaging Period" commencing on and including the date specified in the applicable Final Terms under the heading "Initial Averaging Commencement Date", as determined by the Calculation Agent and notified by or on behalf of the Issuer to the Noteholders as soon as practicable following such determination (such notice shall be given in accordance with Condition 20 (*Notices*)) and shall specify the Share Reference Price, the resulting Exchange Price and the initial Relevant Exchange Ratio based on that Exchange Price);

"Shareholders" means the holders of Shares;

"Shares" means the Shares (specified in the applicable Final Terms) in the capital of the Company (the **"Original Underlying Shares"**) subject to adjustment pursuant to Condition 8 (*Adjustment of Exchange Price and the Shares*);

"Specified Currency" means the currency specified as such in the applicable Final Terms;

"Specified Denomination" means the specified denomination specified in the applicable Final Terms;

"Trading Disruption" has the meaning given to it in Condition 9 (*Disrupted Days*);

"Treaty" means the treaty establishing the European Community, as amended from time to time;

"Valuation Time" has the meaning given to it in Condition 9 (*Disrupted Days*); and

"Volume Weighted Average Price" means, in respect of a Share, Security, option, warrant or other right or asset, on any Scheduled Trading Day, the volume-weighted average price of a Share, Security, option, warrant or other right or asset on the Relevant Stock Exchange as published by or derived (in the case of an Original Underlying Share from the order book volume weighted average price per Share on such Scheduled Trading Day, as published for that day on the Relevant Screen Page as specified in the applicable Final Terms (or any successor page or ticker for the Shares on the Relevant Stock Exchange) on the Bloomberg information system (or any successor thereto) (using the volume weighted average price labelled "custom" (or any successor label) after (A) having selected "Condition Codes": "Auto" (and deselected all other Condition Codes) of the Menu "99) Edit Custom Condition Codes" and (B) having selected the relevant Scheduled Trading Day and the relevant opening and closing times of the Relevant Stock Exchange, as determined by the Calculation Agent, or (in the case of a Security (other than an Original Underlying Share in respect of which the Relevant Stock Exchange is the same as in respect of the Original Underlying Share), options, warrants or other rights or assets) from the equivalent Bloomberg page (as determined by the Calculation Agent) for such Securities, options, warrants or other rights or assets in respect of the Relevant Stock Exchange in respect thereof, if any or, in case there is no such Bloomberg page, such other source (if any) as shall be determined in good faith to be appropriate by the Calculation Agent on such Scheduled Trading Day, provided that if on any such Scheduled Trading Day (the **"Affected Scheduled Trading Day"**) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share, Security, option, warrant or other right or asset, in respect of such Scheduled Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately succeeding Scheduled Trading Day on which the same can be so determined, and further provided that if the Volume Weighted Average Price cannot be so determined on each of the five Scheduled Trading Days immediately succeeding the Affected Scheduled Trading Day, the Calculation Agent shall determine the Volume Weighted Average Price in good faith.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

Any determination by the Calculation Agent appointed by the Issuer in any of the circumstances contemplated in these Conditions shall (save in the case of a manifest error) be final and binding on the Issuer and the Noteholders.

6. Interest

(A) *Day Count Fraction*

"Day Count Fraction" means, unless otherwise specified in the applicable Final Terms, in respect of the calculation of an amount of interest in accordance with this Condition 6 (*Interest*):

- (a) if **"Actual/Actual (ICMA)"** is specified in the applicable Final Terms:
 - (i) in the case of Exchangeable Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **"Accrual Period"**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year; or
 - (ii) in the case of Exchangeable Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided

by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year; and

- (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming interest were payable in respect of the whole of that year;
- (b) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

"D₂" 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 D₂ will be 30.

In these Exchangeable Note Terms and Conditions:

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"sub-unit" means, with respect to any currency other than euro and U.S. Dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro and U.S. Dollars, one cent.

(B) *Interest on Fixed Rate Exchangeable Notes*

Except as provided in the applicable Final Terms, each Fixed Rate Exchangeable Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date or any other date specified for redemption.

Except as provided in the applicable Final Terms, if a Fixed Coupon Amount is specified in the applicable Final Terms, the amount of interest payable in respect of each Exchangeable Note on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount as specified irrespective of any calculation based on the applicable Rate of Interest and any applicable Day Count Fraction (if any). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

If "Unadjusted" is specified in the applicable Final Terms with respect to any Interest Payment Date, any Interest Payment Date falling on a day which is not a Business Day will not be adjusted in accordance with any Business Day Convention, and the relevant Fixed Interest Period (as defined below) will accordingly not be adjusted. In such event, payment of any amounts will be made in accordance with the provisions of Condition 12(c) (*Payments - Payment Day*).

If "Adjusted" is specified in the applicable Final Terms with respect to any Interest Payment Date, any Interest Payment Date falling on a day which is not a Business Day will be adjusted in accordance with the Business Day Convention specified in the applicable Final Terms, and the relevant Fixed Interest Period will be adjusted accordingly. For these purposes, where "Business Day" has the meaning assigned to it in Condition 23 (*Business Days*) and if an Interest Payment Date falls on a day which is not a Business Day, if the Business Day Convention specified is:

- (a) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (b) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (c) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

As used in these Exchangeable Note Terms and Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period or where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Exchangeable Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Exchangeable Notes represented by such Global Note; or
- (ii) in the case of Fixed Rate Exchangeable Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such product by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Exchangeable Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Exchangeable Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

(C) *Accrual of interest*

Each Exchangeable Note will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Exchangeable Note have been paid; and
- (b) five calendar days after the date on which the full amount of the moneys payable in respect of such Exchangeable Note has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 20 (*Notices*).

7. Exchange of Exchangeable Notes

This Condition 7 shall apply if "Exchange Right" is specified to be applicable in the applicable Final Terms.

(a) *Exchange Period and Exchange Price*

- (i) The Issuer grants to each Noteholder the right (the "**Exchange Right**") exercisable at any time during any Exchange Period, subject, if applicable, to any Exchange Condition having been satisfied, to require the Exchangeable Note(s) held by it to be redeemed in accordance with the provisions of Condition 7(b) (*Procedure for Exercise of Exchange Rights*).

- (ii) For the purposes of these Conditions, the following terms shall have the following meanings:

"Exchange Condition" means any condition specified as such in the applicable Final Terms under the heading "Exchange Condition".

"Exchange Period" means each of the period(s) specified in the applicable Final Terms provided that, if during any Exchange Period, the Issuer has given notice to Noteholders of its intention to redeem the Exchangeable Notes as provided in Condition 11(g) (*Change in Law*), the Exchange Period shall expire on the Relevant Announcement Date.

- (iii) The Exchange Rights may not be exercised in respect of an Exchangeable Note which has been declared immediately due and repayable pursuant to Condition 15 (*Events of Default*).

(b) *Procedure for Exercise of Exchange Rights*

Exchange Rights may be exercised by a Noteholder during any Exchange Period and subject to any Exchange Condition specified in the applicable Final Terms having been satisfied, by delivering to the specified office of the Principal Paying Agent (with a copy to Euroclear and/or Clearstream, Luxembourg, as applicable), during its usual business hours, by a duly completed and signed notice of exchange (an "**Exchange Notice**") in the form (for the time being current) obtainable from the Principal Paying Agent together with any Individual Note Certificate (if any) which has been issued in respect of the Exchangeable Notes. The date on which such Exchange Notice and Individual Note Certificate are delivered as aforesaid are referred to as the "**Exchange Notice Delivery Date**".

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the Principal Paying Agent, the Exchange Notice Delivery Date shall be deemed for all purposes of these Conditions to have been made on the next following such business day. For the purposes of this paragraph, "**business day**" means a day other than a Saturday, Sunday or public holiday on which banks are generally open for business.

Exchange Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Principal Paying Agent is located.

Any determination as to whether an Exchange Notice has been duly completed and properly delivered shall be made by the Principal Paying Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Paying Agents and the relevant Noteholder.

An Exchange Notice, once delivered, shall be irrevocable.

A Noteholder must pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of an Exchangeable Note or interest therein in connection with the exercise of Exchange Rights by it.

(c) *Redemption of the exchanged Exchangeable Note(s) by the Issuer*

Upon the valid exercise of the Exchange Right by a Noteholder, the Issuer will redeem the relevant Exchangeable Note(s) on the Exchange Redemption Date at the Cash Amount calculated in accordance with Condition 7(d) (*Cash Amount*).

(d) *Cash Amount*

- (i) Upon any valid exercise of Exchange Rights by a Noteholder with respect to one or more Exchangeable Notes, the Issuer shall redeem each Exchangeable Note, in respect of which the Exchange Right has been exercised, at its Cash Amount on the relevant Exchange Redemption Date (and, for the avoidance of doubt, regardless of whether the Exchange Redemption Date falls before, on, or after the Maturity Date), subject to the provisions of Condition 7(d)(ii). The Issuer will pay the Cash Amount in respect of each Exchangeable Note in respect of which the Exchange Right has been exercised on the relevant Exchange Redemption Date in accordance with Condition 12 (*Payments*).

In these Conditions:

"**Cash Amount**" means, in respect of all Averaging Dates relating to the relevant Exchange Date and each Specified Denomination in the Specified Currency of Exchangeable Notes in respect of which the relevant Noteholder shall have exercised Exchange Rights, the sum (rounded to two decimal places, with 0.005 being rounded upwards) of the Daily Cash Amounts, where "**Daily Cash Amount**" or "**DCA**" means an amount in the Specified Currency calculated by the Calculation Agent for each Averaging Date relating to such Exchange Date in respect of each such Specified Denomination of the Exchangeable Notes in the Specified Currency, in accordance with the following formula:

$$DCA = \frac{1}{N} \times RER_n \times P_n$$

Where:

N = the number of Averaging Dates specified in the applicable Final Terms under the heading "**Cash Amount Averaging Dates**";

P_n = the Share Price on such Averaging Date; and

RER_n = the Relevant Exchange Ratio prevailing on such Averaging Date

"**Averaging Date**" means, subject to an adjustment for Disrupted Days pursuant to Condition 9 (*Disrupted Days*), each consecutive Scheduled Trading Day equal to the number of consecutive Scheduled Trading Days specified in the applicable Final Terms under the heading "Cash Amount Averaging Period" commencing

on the number of Scheduled Trading Days following the relevant Exchange Date specified in the applicable Final Terms under the heading "Specified Cash Amount Averaging Commencement Date".

"**Exchange Date**" shall be, unless otherwise specified in the applicable Final Terms, the Business Day immediately following the last day of the Exchange Period in which the Exchange Right was exercised.

"**Relevant Exchange Ratio**" means, in respect of the relevant date, the result (rounded to five decimal places with 0.000005 being rounded upwards) of the division of the Specified Denomination of Exchangeable Notes in respect of which the relevant Noteholder shall have exercised Exchange Rights by the Exchange Price in effect on such day.

"**Share Price**" is defined in Condition 5 (*Definitions*).

"**Volume Weighted Average Price**" is defined in Condition 5 (*Definitions*).

"**VWAP**" means the Volume Weighted Average Price.

- (ii) If following the valid exercise by a Noteholder of its Exchange Right and prior to the relevant Exchange Redemption Date an event occurs as a result of which the Exchangeable Notes, subject to the Exchange Notice, would otherwise fall to be redeemed in accordance with Condition 10(a) (*Nationalisation or Delisting*), Condition 11(c) (*Settlement of Options Contracts*) or Condition 11(g) (*Change in Law*) had the Noteholder not exercised its Exchange Right, the Issuer shall redeem the Exchangeable Notes at the Automatic Early Redemption Amount (and not the Cash Amount) on the Automatic Early Redemption Date.

8. Adjustment of Exchange Price and the Shares

- (a) The Calculation Agent will, unless otherwise so specified in the applicable Final Terms, adjust the Exchange Price and/or the Shares as follows:

- (i) If options contracts in respect of the Shares are traded on Eurex and Eurex adjusts such options contracts following or as a result of any corporate actions, the Calculation Agent shall, to the extent required and with effect as of the same date, adjust, as relevant:

- (A) the Exchange Price of the Exchangeable Notes, in circumstances where the exercise prices of options contracts in respect of the Shares are adjusted by Eurex; and/or
- (B) the Shares, in circumstances where any securities or package of securities are being substituted for the Shares as the securities underlying options contracts in respect of the Shares,

to reflect the adjustments effected by Eurex (for the avoidance of doubt the Exchange Price, or, as the case may be, the Shares, shall be adjusted using, but not recalculating, such adjustment ratio or similar or other adjustment as was published by Eurex), provided that:

- (A) in relation to Dividends, the Calculation Agent shall make the adjustments as set out in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*) instead of any corresponding or other adjustments in respect of such Dividends under the applicable Eurex Corporate Actions Procedures, if any;
- (B) in relation to any Nationalisation or Delisting, the Exchangeable Notes will be redeemed in accordance with Condition 10 (*Nationalisation or Delisting*), or, in relation to any Illegality, the Exchangeable Notes will be redeemed in accordance with Condition 11(h) (*Illegality*) or, if specified

as applicable in the relevant Final Terms, in relation to a Change in Law, the Exchangeable Notes will (if so elected by the Issuer) be redeemed in accordance with Condition 11(g) (*Change in Law*) or will otherwise be subject to adjustment in accordance with Condition 11(g) (*Change in Law*) instead of any corresponding or other adjustment in respect of such Nationalisation or Delisting or Illegality or Change in Law under the applicable Eurex Corporate Actions Procedures, if any; and

- (C) in relation to any event as a result of which options contracts in respect of the Shares are settled in the circumstances the subject of Condition 11(c) (*Settlement of Options Contracts*), the Exchangeable Notes will be redeemed subject to and in accordance with such Condition 11(c) (*Settlement of Options Contracts*) and no adjustment (if any) under the applicable Eurex Corporate Actions Procedures will be made.

Any adjustment made pursuant to this paragraph shall become effective on the same date as any corresponding adjustments made by Eurex (other than an adjustment pursuant to Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*), which shall become effective as provided in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*)).

If no options contracts in respect of the Shares are traded on Eurex but are traded on any other exchange or quotation system which serves as the principal place of trading for options contracts and futures contracts in respect of the Shares (such other exchange or quotation system as aforesaid, being, only in circumstances where no options contracts in respect of the Shares are traded on Eurex but options contracts are traded on such other exchange or quotation system as aforesaid, the "Alternative Options Exchange"), the Calculation Agent shall, to the extent required, adjust the Exchange Price and/or, as the case may be, the Shares to reflect the adjustments effected in respect of any options contracts relating to the Shares by the Alternative Options Exchange, provided that:

- (A) in relation to Dividends, the Calculation Agent shall make the adjustments as set out in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*) instead of any corresponding or other adjustments in respect of such Dividends under the standard corporate actions procedures of the Alternative Options Exchange in effect at the relevant time, if any;
- (B) in relation to any Nationalisation or Delisting, the Exchangeable Notes will be redeemed in accordance with Condition 10 (*Nationalisation or Delisting*), or, in relation to any Illegality, the Exchangeable Notes will be redeemed in accordance with Condition 11(h) (*Illegality*), or, if specified as applicable in the relevant Final Terms, in relation to a Change in Law, the Exchangeable Notes will (if so elected by the Issuer) be redeemed in accordance with Condition 11(g) (*Change in Law*) or will otherwise be subject to adjustment in accordance with Condition 11(g) (*Change in Law*) instead of any corresponding or other adjustment in respect of such Nationalisation or Delisting or Illegality or Change in Law under the standard corporate actions procedures of the Alternative Options Exchange in effect at the relevant time, if any; and
- (A) in relation to any event as a result of which options contracts in respect of the Shares are settled in the circumstances the subject of Condition 11(c) (*Settlement of Options Contracts*), the Exchangeable Notes will be redeemed subject to and in accordance with such Condition 11(c) (*Settlement of Options Contracts*) and no adjustment (if any) under the standard corporate actions procedures of the Alternative Options Exchange in effect at the relevant time will be made.

Any adjustment made pursuant to this paragraph shall become effective on the same date as any corresponding adjustments made by the Alternative Options

Exchange (other than an adjustment pursuant to Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*)) which shall become effective as provided in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*)).

If no options contracts in respect of the Shares are traded on Eurex or an Alternative Options Exchange, and any event which would have triggered an adjustment under the Eurex Corporate Actions Procedures last published occurs, the Calculation Agent will determine which adjustment, if any, should be made to the Exchange Price, and/or, as the case may be, the Shares, with reference to the rules and any precedents (if any) set by Eurex to account for the effect of such event that in the determination of the Calculation Agent, would have given rise to an adjustment by Eurex if such options contracts were so traded, provided that:

- (A) in relation to Dividends, the Calculation Agent shall make the adjustments as set out in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*) instead of any corresponding or other adjustments in respect of such Dividends under the applicable Eurex Corporate Actions Procedures, if any;
- (B) in relation to any Nationalisation or Delisting, the Exchangeable Notes will be redeemed in accordance with Condition 10 (*Nationalisation or Delisting*), or, in relation to any Illegality, the Exchangeable Notes will be redeemed in accordance with Condition 11(h) (*Illegality*), or, if specified as applicable in the relevant Final Terms, in relation to a Change in Law, the Exchangeable Notes will (if so elected by the Issuer) be redeemed in accordance with Condition 11(g) (*Change in Law*) or will otherwise be subject to adjustment in accordance with Condition 11(g) (*Change in Law*) instead of any corresponding or other adjustment in respect of such Nationalisation or Delisting or Illegality or Change in Law under the Eurex Corporate Actions Procedures, if any; and
- (C) in relation to any event as a result of which options contracts in respect of the Shares are settled in the circumstances the subject of Condition 11(c) (*Settlement of Options Contracts*), the Exchangeable Notes will be redeemed subject to and in accordance with such Condition 11(c) (*Settlement of Options Contracts*) and no adjustment (if any) under the applicable Eurex Corporate Actions Procedures will be made.

Any adjustment made pursuant to this paragraph shall become effective as determined by the Calculation Agent on the date such adjustment would have been effective under the Eurex Corporate Actions Procedures as aforesaid.

- (ii) If, prior to the Maturity Date (A) an Ex-Date in respect of any Dividend (a "**Relevant Dividend**") falls in a Relevant Period; or (B) no Ex-Date in respect of an Ordinary Cash Dividend falls in a Relevant Period, the Calculation Agent shall calculate the adjustment to the Exchange Price in accordance with the following formula (instead of any corresponding or other adjustment under the Eurex Corporate Actions Procedures or the procedures of an Alternative Options Exchange as the case may be):

$$X_n = X_o \times R$$

Where:

- X_n = the adjusted Exchange Price;
- X_o = the Exchange Price on the Relevant Record Date;
- R = $(S_{prev} - D) / (S_{prev} - T)$;
- S_{prev} = the Closing Price of a Share on the Relevant Record Date;

D = (i) where an Ex-Date in respect of a Dividend falls in a Relevant Period, the Dividend Amount or (ii) where no Ex-Date in respect of an Ordinary Cash Dividend falls in a Relevant Period, zero; and

T = the applicable Dividend Threshold

Notwithstanding the above:

- (x) if Sprex is less than or equal to T, or if Sprex is less than or equal to D, R shall instead be determined by the Calculation Agent.
- (iii) For the purposes of calculating the adjustment to the Exchange Price pursuant to the formula in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*):
 - (A) if no Ex-Date in respect of an Ordinary Cash Dividend falls in a Relevant Period or (where the Relevant Dividend is an Ordinary Dividend) the Dividend Amount is less than the applicable Dividend Threshold, the Exchange Price will be adjusted upwards;
 - (B) where the Relevant Dividend is an Ordinary Dividend (x) if the Dividend Amount exceeds the relevant Dividend Threshold, the Exchange Price will be adjusted downwards; and (y) if the Dividend Amount is equal to the relevant Dividend Threshold, no adjustment to the Exchange Price shall be required to be made;
 - (C) where the Relevant Dividend is a Special Cash Dividend, the Exchange Price will be adjusted downwards.
- (iv) For the purposes of adjustment to the Exchange Price pursuant to Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*):
 - (A) any adjustment to the Exchange Price shall take effect on the Relevant Adjustment Date (or, if later, on the first date on which the Fair Market Value of the Relevant Dividend as aforesaid can be determined); and
 - (B) the Fair Market Value of any Relevant Dividend shall be determined by the Calculation Agent in good faith at the Relevant Adjustment Date.
- (v) Definitions:

"Dividend" means any Ordinary Cash Dividend or Special Cash Dividend;

"Dividend Amount" means, in respect of any Dividend, the Fair Market Value per Share of such Dividend on the Relevant Record Date;

"Dividend Threshold" means (i) (other than in respect of a Special Cash Dividend) in respect of each Relevant Period, the Reference Amount on a per Share basis specified to be paid in the Relevant Period provided that, if more than one Ex-Date has occurred in a Relevant Period, the Dividend Threshold shall apply to the first such Ex-Date to occur and the Dividend Threshold in respect of any subsequent Ex-Date occurring in such Relevant Period shall be zero; and (ii) in respect of a Special Cash Dividend, the Dividend Threshold shall be zero;

"Ex-Date" means the first Scheduled Trading Day on which the Shares are traded ex- the Relevant Dividend on the Relevant Stock Exchange;

"Ordinary Cash Dividend" means (i) any Ordinary Dividend which is, or may at the election of a Shareholder be, paid or made in cash, such Ordinary Dividend being treated as an Ordinary Cash Dividend in the amount of such cash; or (ii) any issue or delivery of Shares (or other assets or property) by the Company to its Shareholders which is announced or expressed as a Dividend or which is in lieu of a Dividend in cash (whether or not a cash Dividend amount is announced)

and which is an Ordinary Dividend, such issue or delivery being treated as an Ordinary Cash Dividend in an amount equal to the Volume Weighted Average Price of such Shares or, as the case may be, the Fair Market Value of such assets or property on the first date on which the Shares are traded ex-the relevant entitlement on the Relevant Stock Exchange (or if later the first date on which the number of Shares or, as the case may be, other assets or property which may be issued or delivered is, or is capable of being, determined);

"Ordinary Dividend" means any Dividend which does not (or would not) result in an adjustment to the options contracts in respect of the Shares pursuant to the Eurex Corporate Actions Procedures or the rules of the Alternative Option Exchange (if any);

"Reference Amount" has the meaning ascribed to it in the applicable Final Terms;

"Relevant Adjustment Date" means each Ex-Date in respect of a Relevant Dividend and, if no Ex-Date in respect of an Ordinary Cash Dividend falls in a Relevant Period, the first Scheduled Trading Day following the end of such Relevant Period. If no Ex-Date in respect of an Ordinary Cash Dividend falls in a Relevant Period, for the purposes of the Relevant Adjustment Date falling on the first Scheduled Trading Day of the following Relevant Period, the Dividend Threshold shall be deemed to be equal to the Dividend Threshold in respect of such Relevant Period in which no Ex-Date in respect of an Ordinary Cash Dividend occurred;

"Relevant Period" has the meaning ascribed to it in the applicable Final Terms;

"Relevant Record Date" means the Scheduled Trading Day which immediately precedes the Relevant Adjustment Date; and

"Special Cash Dividend" means any dividend in cash which is declared by the Company to be a special dividend, an extraordinary dividend and/or a return of capital (or is otherwise not declared to be an ordinary dividend).

- (b) Adjustments in accordance with Condition 8(a)(i) (*Adjustment of Exchange Price and the Shares*) will become effective as specified in Condition 8(a)(i) (*Adjustment of Exchange Price and the Shares*). Adjustments in accordance with Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*) shall become effective as specified in Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*). Adjustments in accordance with this Condition 8 (*Adjustment of Exchange Price and the Shares*) (including Condition 8(a)(ii) (*Adjustment of Exchange Price and the Shares*)) will not be made, if the effective date for such adjustments is later than, in the case of Exchangeable Notes in respect of which Exchange Rights have been exercised, the last Averaging Date (where the Cash Amount is to be paid in respect of such exercise).
- (c) All adjustments to the Exchange Price will be calculated by the Calculation Agent. Any adjustment to the Exchange Price determined will, if necessary, be rounded to four decimal places, with 0.00005 being rounded upwards, and any subsequent adjustments shall be made on the basis of such adjusted Exchange Price, so rounded.
- (d) The Issuer will give notice to Noteholders in accordance with Condition 20 (*Notices*) of any adjustment to the Exchange Price pursuant to this Condition 8 (*Adjustment of Exchange Price and the Shares*) as soon as reasonably practicable.
- (e) If any share price relevant for any calculation of a price or Cash Amount in accordance with this Condition 8 (*Adjustment of Exchange Price and the Shares*) (other than Condition 8(a)(ii)) is subsequently corrected by the Relevant Stock Exchange and the correction is published within less than one Settlement Cycle after the original publication, the Issuer shall notify the Noteholders of the corrected Share Price or Cash Amount and any necessary further adjustment of the terms of the Exchangeable Notes.

- (f) For the avoidance of doubt, no adjustment will be made to the Exchange Price where Shares or other securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including the personal service company of any such employee or directors holding or formerly holding executive office) or their spouses or relatives, in each case, of the Company or any associated company or its or their Affiliates or to a trustee or trustees to be held for the benefit of any such person, or any other member of the Company's group savings plan, in any such case pursuant to any share or option scheme (including for the avoidance of doubt any share capital increase of the Company reserved for employees and related schemes or any successor or similar scheme) or pursuant to any dividend reinvestment plan or similar plan or scheme.
- (g) As used in these Conditions:

"Settlement Cycle" means the period of dealing days following a trade in the Shares on the Relevant Stock Exchange in which settlement will customarily occur according to the rules of the Relevant Stock Exchange.

9. **Disrupted Days**

If any Averaging Date is a Disrupted Day:

- (a) if **"Omission"** is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **"Postponement"** is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **"Modified Postponement"** is specified as applying in the applicable Final Terms then the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (ii) of the definition of "Valuation Date" below,

and, for the purposes of these Conditions "Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

The following definitions shall apply:

"Averaging Cut-Off Date" means the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day, would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount may have to be made pursuant to any calculation or determination made on the relevant Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall;

"Disrupted Day" means any Scheduled Trading Day on which the Relevant Stock Exchange for the Shares or the Related Exchange fails to open for trading during its regular trading session (a **"Failure to Open"**) or on which a Market Disruption Event has occurred, as determined by the Calculation Agent;

"Early Closure" means the closure on any Exchange Business Day of the Relevant Stock Exchange or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Relevant Stock Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Relevant Stock Exchange or, as the case may be, the Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the system of the Relevant Stock Exchange or, as the case may be, Related Exchange for execution at the Valuation Time on such Exchange Business Day;

"Exchange Disruption" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Relevant Stock Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Shares on the Related Exchange;

"Market Disruption Event" means, in relation to a Share, each of (i) Trading Disruption, (ii) Exchange Disruption or (iii) Early Closure, but in respect of (i) and (ii) only if the Calculation Agent determines that such event is material at any time during the one hour period that ends at the Valuation Time for such Share;

"Related Exchange" means Eurex or any Alternative Options Exchange, as the case may be;

"Scheduled Closing Time" means, in respect of the Relevant Stock Exchange or the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Relevant Stock Exchange or, as the case may be, Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

"Scheduled Valuation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

"Trading Disruption" means any suspension of or limitation imposed on trading by the Relevant Stock Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or, as the case may be, Related Exchange or otherwise (i) relating to the Shares on the Relevant Stock Exchange, or, as the case may be, (ii) in futures or options contracts relating to the Shares on the Related Exchange;

"Valuation Cut-Off Date" means the eighth Scheduled Trading Day immediately following the Scheduled Valuation Date or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall;

"Valuation Date" means each Valuation Date specified in the applicable Final Terms or if that is not a Scheduled Trading Day the immediately following Scheduled Trading Day. If such day is a Disrupted Day, then, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to, and including, the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall

determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; and

"Valuation Time" means the Scheduled Closing Time in respect of the relevant Scheduled Trading Day.

10. **Nationalisation or Delisting**

- (a) If a Nationalisation and/or Delisting occurs, the Issuer shall, by providing notice to Noteholders of the occurrence of such event in accordance with Condition 20 (*Notices*) within five Business Days of the Relevant Announcement Date specifying the Automatic Early Redemption Date which notice shall be irrevocable, redeem all but not only some of the outstanding Exchangeable Notes at their Automatic Early Redemption Amount on the Automatic Early Redemption Date. The Issuer shall give notice of the Automatic Early Redemption Amount to Noteholders in accordance with Condition 20 (*Notices*) as soon as reasonably practicable after the determination thereof and in any event not later than the date falling five Business Days prior to the Automatic Early Redemption Date.

- (b) The following definitions shall apply:

"Delisting" means, in respect of any relevant Shares:

- (i) in the case where the Relevant Stock Exchange is not located in the United States, such Relevant Stock Exchange announces that pursuant to the rules of such Relevant Stock Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Relevant Stock Exchange for any reason (other than by reason of a merger, takeover or other special circumstances as contemplated by the Eurex Corporate Actions Procedures) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Relevant Stock Exchange (or, where the Relevant Stock Exchange is within the European Union, in a member state of the European Union); or
- (ii) in the case where the Relevant Stock Exchange is located in the United States, such Relevant Stock Exchange announces that pursuant to the rules of such Relevant Stock Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Relevant Stock Exchange for any reason (other than by reason of a merger, takeover or other special circumstances as contemplated by the Eurex Corporate Actions Procedures) and are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors).

If the Shares are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Relevant Stock Exchange in respect of such Shares.

"Nationalisation" means that, as determined by the Calculation Agent, all the Shares or all or substantially all the assets of the Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

11. **Redemption and Purchase**

- (a) *Redemption at Maturity*

- (i) Unless previously redeemed or purchased and cancelled in accordance with these Conditions or in respect of which Exchange Rights have been exercised as herein provided, each Exchangeable Note will be redeemed by the Issuer at its Final Redemption Amount on the Maturity Date.

- (ii) In these Conditions, "**Final Redemption Amount**" means, unless otherwise specified in the applicable Final Terms, in respect of each Specified Denomination of Exchangeable Notes, the sum (rounded to two decimal places, with 0.005 being rounded upwards) of the Maturity Daily Cash Amounts, where "**Maturity Daily Cash Amount**" or "**MDCA**" means an amount in the Specified Currency calculated by the Calculation Agent for each Maturity Averaging Date in respect of each Specified Denomination of the Exchangeable Notes, in accordance with the following formula:

$$MDCA = \frac{1}{N} \times \text{Max} (MRER_n \times MP_n; SD)$$

Where:

SD	=	Specified Denomination;
N	=	the number of Maturity Averaging Dates specified in the applicable Final Terms under the heading: "Maturity Averaging Dates";
Max	=	the greater of the amounts separated by the semi-colon inside the brackets;
MP _n	=	the Share Price on such Maturity Averaging Date; and
MRER _n	=	the Relevant Exchange Ratio prevailing on such Maturity Averaging Date

"**Maturity Averaging Date**" means, subject to adjustment for Disrupted Days pursuant to Condition 9 (*Disrupted Days*), each consecutive Scheduled Trading Day equal to the number of consecutive Scheduled Trading Days specified in the applicable Final Terms under the heading "Maturity Averaging Period" commencing on the number of Scheduled Trading Days before the Maturity Date specified in the applicable Final Terms under the heading "Specified Maturity Averaging Commencement Date".

(b) *Redemption at the Option of the Issuer*

If specified as applicable in the applicable Final Terms, the Issuer may, on giving not less than 45 nor more than 60 calendar days' notice (an "**Optional Redemption Notice**") (which notice shall be irrevocable) to the Noteholders in accordance with Condition 20 (*Notices*), redeem all but not some only of the Exchangeable Notes for the time being outstanding on the date specified in the Optional Redemption Notice at their Early Redemption Amount if, at any time, the aggregate nominal amount of the Exchangeable Notes outstanding is equal to or less than 15 per cent. of the aggregate nominal amount of the Exchangeable Notes originally issued (for which purpose, any further Exchangeable Notes issued pursuant to Condition 21 (*Further Issues*) and consolidated and forming a single series with the Exchangeable Notes shall also be deemed to have been 'originally issued').

(c) *Settlement of Options Contracts*

If options contracts in respect of the Shares are traded on the Related Exchange, and any event occurs as a result of which all such relevant options contracts are settled (including in accordance with the Eurex Corporate Actions Procedures or, in the case of an Alternative Options Exchange, the standard corporate actions procedures of the Alternative Options Exchange in effect at the relevant time, for example following the occurrence of a merger or takeover as provided in the Eurex Corporate Actions

Procedures and other than as a result of a Nationalisation, a Delisting or a Change in Law) the Issuer shall give notice to Noteholders in accordance with Condition 20 (*Notices*) within ten Business Days of the Relevant Announcement Date (which notice shall be irrevocable) and shall thereafter redeem all but not some only of the outstanding Exchangeable Notes at their Automatic Early Redemption Amount on the Automatic Early Redemption Date. The Issuer shall give notice of the Automatic Early Redemption Amount to Noteholders in accordance with Condition 20 (*Notices*) as soon as reasonably practicable after the determination thereof and in any event not later than the date falling five Business Days prior to the Automatic Early Redemption Date.

(d) *Nationalisation, or Delisting*

Upon the occurrence of a Nationalisation or a Delisting, Condition 10(a) (*Nationalisation or Delisting*) shall apply.

(e) *Redemption for Tax Reasons*

The Issuer may redeem the Exchangeable Notes, in whole, but not in part, at any time prior to maturity at their Early Redemption Amount if: (i) the Issuer or the Guarantor shall determine that the Issuer would be required to pay Additional Tax Amounts, as provided in Condition 14 (*Taxation*), on the occasion of the next payment due with respect to the Exchangeable Notes; (ii) any payment or deemed payment as determined for United States tax purposes with respect to the Exchangeable Notes or with respect to a direct or indirect hedging arrangement entered into by the Issuer or any of its Affiliates relating to the Exchangeable Notes may be treated as a dividend or "dividend equivalent" for United States tax purposes (such event being a "U.S. Withholding Tax Event"); or (iii) on the occasion of the next payment due in respect of the Exchangeable Notes, the Guarantor would be unable to procure the Issuer to make payment and, in making such payment itself under the MLBV/MLICo. Guarantee, the Guarantor would be required to pay Additional Tax Amounts as provided in Condition 14 (*Taxation*).

Notice of intention to redeem Exchangeable Notes pursuant to this Condition 11(e) (*Redemption for Tax Reasons*) will be given at least once in accordance with Condition 20 (*Notices*) not less than 30 calendar days nor more than 60 calendar days prior to the date fixed for redemption, provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the effective date of such change or amendment and that at the time notice of such redemption is given, such obligation to pay such Additional Tax Amounts remains in effect and cannot be avoided by the Issuer's taking reasonable measures available to it. From and after any redemption date, if monies for the redemption of Exchangeable Notes shall have been made available for redemption on such redemption date, such Exchangeable Notes shall cease to bear interest, if applicable, and the only right of the holders of such Exchangeable Notes shall be to receive payment of the Early Redemption Amount and, if appropriate, all unpaid interest accrued to such redemption date.

(f) *Redemption for Tax Compliance Reasons*

MLBV may, at its option, redeem the Exchangeable Notes, in whole or in part, at any time prior to maturity, at their Early Redemption Amount, together, if appropriate, with accrued interest to (but excluding) the date fixed for redemption, if MLBV determines in good faith that it has, or there is a substantial likelihood that it will, become subject to withholding imposed on a payment made to it on account of MLBV's inability to comply with the reporting requirements imposed by the FATCA Provisions (as defined below), provided that such inability to comply with the reporting requirements is attributable to non-compliance by any Holder of such Exchangeable Notes (or a foreign withholding agent (if any) in the chain of custody of payments made to the Holders) with MLBV's requests for certifications or identifying information (such redemption, a "**Redemption for Tax Compliance Reasons**"). Upon a Redemption for Tax Compliance Reasons, Exchangeable Notes held by compliant Holders, in addition to those held by non-compliant Holders, may be redeemed.

Notice of intention to redeem Exchangeable Notes pursuant to this Condition 11(f) will be given in accordance with Condition 20 (*Notices*) not less than 30 calendar days nor more than 60 calendar days prior to the date fixed for redemption. From and after any redemption date, if monies for the redemption of Exchangeable Notes shall have been made available for redemption on such redemption date, such Exchangeable Notes shall cease to bear interest, if applicable, and the only right of the holders of such Exchangeable Notes shall be to receive payment of the Early Redemption Amount and, if appropriate, all unpaid interest accrued to such redemption date.

As used in these Exchangeable Note Terms and Conditions, the term "FATCA Provisions" means Sections 1471 through 1474 of the Code (or any successor provisions), any regulation, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto whether currently in effect or as published and amended from time to time, and any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code.

(g) *Change in Law*

If Change in Law is specified as applicable in the applicable Final Terms, then if a Change in Law occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Conditions and/or the applicable Final Terms to account for the Change in Law and determine the effective date of that adjustment; or
- (ii) give notice to Holders in accordance with Condition 20 (*Notices*) and redeem all, but not less than all, of the Exchangeable Notes at the Automatic Early Redemption Amount on the Automatic Early Redemption Date.

Upon the occurrence of a Change in Law, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 20 (*Notices*) stating the occurrence of the Change in Law, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the actions which may be taken in respect of such Change in Law under these Conditions.

(h) *Illegality*

If the Issuer determines in good faith that (i) the performance of the Issuer's obligations under the Exchangeable Notes or that any arrangements made to hedge the Issuer's obligations under the Exchangeable Notes or the performance by the Guarantor of any of its obligations under the MLBV/MLICo. Guarantee in respect of the Exchangeable Notes, has or will become, in whole or in part, unlawful, illegal or otherwise contrary to any present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative, judicial or regulatory authority or powers, or any change in the interpretation thereof that is applicable to the Issuer and/or the Guarantor, the Issuer may, at its discretion, by giving, at any time, not less than 10 nor more than 30 calendar days' notice to Noteholders in accordance with Condition 20 (*Notices*) (which notice shall be irrevocable), elect that such Exchangeable Notes be redeemed, in whole but not in part, on the date specified by the Issuer, each Exchangeable Note being redeemed at the Early Redemption Amount.

(i) *Repurchases*

The Issuer, the Guarantor or any of their Affiliates may purchase at any time and from time to time outstanding Exchangeable Notes by tender, in the open market or by private agreement. Such Exchangeable Notes may be held, reissued, resold or, at the option of the Issuer or the Guarantor, surrendered to the Principal Paying Agent for cancellation.

(j) *Cancellations*

All Exchangeable Notes which are redeemed or in respect of which Exchange Rights are exercised will forthwith be cancelled. All Exchangeable Notes so cancelled and any Exchangeable Notes purchased and cancelled pursuant to Condition 11(i) (*Repurchases*) cannot be reissued or resold.

(k) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 11, the first of such notices to be given shall prevail.

12. **Payments**

(a) *Method of Payment*

Payments of principal, Cash Amounts, interest and any other amounts due on the Exchangeable Notes shall be paid to the person shown on the Register on the Record Date. Payments in respect of each Exchangeable Note shall be made in the relevant Specified Currency by cheque drawn on a bank in the principal financial centre of the country of such Specified Currency and mailed to the Noteholder (or the first named of joint holders) of such Exchangeable Note at its address appearing in the Register. Upon application by the Noteholder to the specified office of the Principal Paying Agent before the Record Date, such payment may be made by transfer to an account in the Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (or, if the Specified Currency is euro, any other account to which euro may be credited or transferred). Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*).

(b) *Payments in respect of Exchangeable Notes*

(i) *Payments in respect of Definitive Registered Notes*

Payments of principal, and interest in respect of Definitive Registered Notes will be made in the manner provided in paragraph (a) above to the person shown in the Register on the Record Date.

(ii) *Payments in respect of Global Notes*

All payments in respect of a Global Note will be made to the person shown in the Register on the Record Date.

The person shown in the Register on the Record Date shall be the only person entitled to receive payments in respect of Exchangeable Notes represented by such Global Note and the Issuer and any Guarantor, will be discharged by payment to, or to the order of, to such person in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Exchangeable Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for such person's share of each payment so made by the Issuer or the Guarantor.

(c) *Payment Day*

If the date scheduled for payment of any amount in respect of any Exchangeable Note is not a Payment Day, the Holder thereof shall not be entitled to payment of the amount due until (i) if "Following" is specified in the applicable Final Terms, the next following Payment Day or (ii) if "Modified Following" is specified in the applicable Final Terms, the next following Payment Day unless that Payment Day falls in the next calendar month, in which case the first preceding Payment Day, in the relevant place and shall not be entitled to further interest or other payment in respect of such delay or amendment.

For these purposes, "**Payment Day**" means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchanges and foreign currency deposits) in:

- (i) the principal financial centre of the country of the relevant Specified Currency (or in the case of an amount payable in euro, a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system or any successor thereto is operating);
 - (ii) each Additional Financial Centre specified in the applicable Final Terms, provided that if the Additional Financial Centre is specified in the applicable Final Terms to be or to include "TARGET", then Payment Day shall also be a day on which the TARGET2 System is operating; and
 - (iii) London.
- (d) *Interpretation of Principal and Interest*
- (i) Any reference in these Exchangeable Note Terms and Conditions to principal in respect of the Exchangeable Notes shall be deemed to include, as applicable:
 - (A) any Additional Tax Amounts which may be payable with respect to principal under Condition 14 (*Taxation*);
 - (B) the Final Redemption Amount of the Exchangeable Notes;
 - (C) the Early Redemption Amount of the Exchangeable Notes;
 - (D) the Automatic Early Redemption Amount of the Exchangeable Notes;
 - (E) the Cash Amount of the Exchangeable Notes;
 - (F) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Exchangeable Notes.
 - (ii) Any reference in these Exchangeable Note Terms and Conditions to interest in respect of the Exchangeable Notes shall be deemed to include, as applicable, any Additional Tax Amounts which may be payable with respect to interest under Condition 14 (*Taxation*).
 - (iii) Any principal, interest or other amount payable under these Exchangeable Note Terms and Conditions shall never be less than zero.
- (e) *Definition of Affiliate*

"**Affiliate**" means, in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity.

13. **Currency Substitution Event**

If the Issuer and the Calculation Agent, in their discretion, determine that any Relevant Governmental Authority (as defined below) of a country, bloc of countries or other applicable sovereign entity or entities (each, an "**Applicable Jurisdiction**") announces or in any event effects (whether pursuant to legislation enacted for such purpose in the Applicable Jurisdiction, in accordance with or in breach of applicable international treaties, or in any other manner) or (based on any publicly available information which the Issuer and the Calculation Agent reasonably consider relevant) there is a substantial likelihood that it will effect within the next 90 days, the replacement of the lawful currency (the "**Initial Currency**") of an Applicable

Jurisdiction with a substitute currency ("**Substitute Currency**") (for the avoidance of doubt, including circumstances in which a country (a "**Departing Country**") within a bloc of countries in a currency union passes legislation (or a Relevant Governmental Authority thereof announces that it will pass legislation or otherwise seeks) to effect or does effect the withdrawal of such Departing Country from the currency bloc and the replacement of the currency of the currency union with another currency as the official currency of the Departing Country) (any such event being a "**Currency Substitution Event**"), and:

- (a) the calculation of the Cash Amount and any amounts to be paid under any Exchangeable Note by reference to the Share(s) and the currency by which the Share(s) is priced, quoted or traded is (or, in the Issuer's reasonable opinion is likely to be), as a result of the Currency Substitution Event, redenominated from the Initial Currency into the Substitute Currency; and/or
- (b) the calculation of amounts to be paid or assets to be delivered under any Exchangeable Note is linked to one or more floating rates of interest based on or related to amounts denominated in the Initial Currency; and/or
- (c) the Hedging Arrangements (as defined below) in respect of any Exchangeable Note have been materially adversely affected by (A) the Currency Substitution Event and/or (B) capital controls or other restrictions imposed by a Relevant Governmental Authority of the Applicable Jurisdiction, and the Hedging Party (as defined below) is unable, after using commercially reasonable efforts, to alter or modify the Hedging Arrangements and/or establish alternate Hedging Arrangements to fully account for the material adverse effect of (A) and/or (B) above,

or in the event that the currency in which the Issuer would otherwise be obligated to make any payments of principal, interest or other amounts payable on any Note is not available to the Issuer for making payment or payments, then, unless otherwise provided in the applicable Final Terms, the Issuer and the Calculation Agent may, in their discretion:

- (x) make such adjustments, as shall be notified to each Holder of the relevant Exchangeable Notes, to the exercise, settlement, valuation, calculation, payment (including the Specified Currency and/or Settlement Currency) and/or any other Exchangeable Note Terms and Conditions as the Issuer determines appropriate to (i) (in all cases other than (c) above) preserve the economic terms of such Exchangeable Notes as of the Issue Date, including, without limitation, making any currency conversion necessary as part of any such adjustment based on the relevant official conversion rate or at an appropriate market rate of exchange determined by the Calculation Agent to be prevailing as of any relevant time and date, or (ii) (in the case of (c) above) account for the material adverse effect on the Hedging Arrangements and in order to effect a commercially reasonable result; or
- (y) redeem such Exchangeable Notes on such day as shall be notified to the relevant Noteholders at their Early Redemption Amount.

For the avoidance of doubt, the circumstances and consequences described in this Condition 13 (*Currency Substitution Event*) and any resulting or alternative adjustments to the exercise, settlement, valuation, calculation, payment and/or any other Exchangeable Note Terms and Conditions will not entitle any Holder of such Exchangeable Notes (A) to any legal remedy, including, without limitation, rescission, repudiation, or renegotiation of the Exchangeable Notes, or (B) to raise any defence or make any claim (including, without limitation, claims of breach, force majeure, frustration of purpose, or impracticability) or any other claim for compensation, damages, or any other relief.

For the purposes of this Condition 13 (*Currency Substitution Event*):

"**Associated Costs**" means an amount per Exchangeable Note of the Specified Denomination equal to such Exchangeable Notes' *pro rata* share of the total amount of any and all costs associated or incurred by the Issuer or any Affiliate in connection with such early redemption, including, without limitation, any costs associated with unwinding any funding relating to the

Exchangeable Notes and any costs associated with unwinding any hedge positions relating to the Exchangeable Notes, all as determined by the Calculation Agent in its sole discretion.

"Hedging Arrangements" means any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) in order to hedge individually or on a portfolio basis the Issuer's obligations under any Exchangeable Note.

"Hedging Party" means the Issuer or any of the Issuer's Affiliate(s) or any entity (or entities) acting on the Issuer's behalf engaged in any underlying or hedging transactions relating to any Exchangeable Note and/or underlying market measure(s) in respect of the Issuer's obligations under the Exchangeable Note.

"Relevant Governmental Authority" means, in relation to any Applicable Jurisdiction, any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of such Applicable Jurisdiction.

14. **Taxation**

The Issuer or the Guarantor will, subject to certain limitations and exceptions (set forth below), pay to a Noteholder who is a United States Alien or a Netherlands Non-resident (each as defined below) such additional amounts ("**Additional Tax Amounts**") as may be necessary so that every net payment of principal or interest or other amount with respect to the Exchangeable Notes or the MLBV/MLICo. Guarantee after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon such Noteholder or by reason of the making of such payment, by the United States or the Netherlands (as applicable) or any political subdivision or taxing authority of or in the United States or the Netherlands (as applicable), as the case may be, will not be less than the amount provided for in the Exchangeable Notes or the MLBV/MLICo. Guarantee (as applicable) to be then due and payable, as the case may be. Neither the Issuer nor the Guarantor shall be required to make any payment of Additional Tax Amounts for or on account of:

- (a) any tax, assessment or other governmental charge which would not have been imposed but for (i) the existence of any present or former connection between such Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Noteholder if such Noteholder is an estate, trust, partnership or corporation) and the United States or the Netherlands (as applicable), as the case may be, including, without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been a citizen or resident or treated as a resident of the United States or the Netherlands (as applicable), as the case may be, or being or having been present or engaged in a trade or business in the United States or the Netherlands (as applicable), as the case may be, or having or having had a permanent establishment in the United States or the Netherlands (as applicable), as the case may be, or (ii) the presentation of a Exchangeable Note for payment on a date more than 15 calendar days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (b) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property or any similar tax, assessment or other governmental charge;
- (c) any tax, assessment or other governmental charge imposed by reason of such Noteholder's past or present status as a personal holding company, foreign personal holding company, passive foreign investment company, private foundation, or other tax-exempt entity, or controlled foreign corporation for United States tax purposes or a corporation which accumulates earnings to avoid United States federal income tax;
- (d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payments of principal or interest or other amount with respect to the Exchangeable Notes;

- (e) any tax, assessment or other governmental charge imposed as a result of such Noteholder's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote;
- (f) any tax, assessment or other governmental charge imposed as a result of such Noteholder being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (g) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence, identity or connection with the United States or the Netherlands (as applicable), as the case may be, of the Noteholder or of the beneficial owner of such Exchangeable Note, if such compliance is required by statute or by Regulation of the U.S. Department of the Treasury or of the relevant Netherlands authority (as applicable), as the case may be, as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (h) any tax, assessment, or governmental charge imposed solely because the payment is to be made by a particular Paying Agent or a particular office of a Paying Agent and would not be imposed if made by another agent or by another office of this agent;
- (i) any tax, assessment, or other governmental charge that is imposed or withheld by reason of the application of Sections 1471 through 1474 of the Code (or any successor provisions), any regulation, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, whether currently in effect or as published and amended from time to time, or any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code;
- (j) any tax, assessment, or other governmental charge that is imposed or withheld by reason of the payment being treated as a dividend or "dividend equivalent" for United States tax purposes; or
- (k) any combination of paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) above,

nor shall Additional Tax Amounts be paid to any United States Alien or Netherlands Non-resident (as applicable), as the case may be, which is a fiduciary or partnership or other than the sole beneficial owner of the Exchangeable Note to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner of the Exchangeable Note would not have been entitled to payment of the Additional Tax Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Exchangeable Note.

The term "**United States Alien**" means any corporation, partnership, entity, individual, or fiduciary that is for United States federal income tax purposes (1) a foreign corporation, (2) a foreign partnership to the extent one or more of the members of which is, for United States federal income tax purposes, a foreign corporation, a non-resident alien individual, or a foreign estate or trust, (3) a non-resident alien individual, or (4) a foreign estate or trust.

The term "**Netherlands Non-resident**" means any individual, corporation, partnership or any other entity that for Netherlands tax purposes is a non-resident individual, non-resident corporation, non-resident partnership or any other non-resident entity.

15. Events of Default

- (a) The occurrence of one or more of the following events with respect to any Series of Exchangeable Notes issued by MLBV shall constitute an "Event of Default" with respect to such Series:
 - (i) default shall be made in the payment of any amount of interest due in respect of any such Exchangeable Notes and the default continues for a period of 30 calendar days after the due date; or

- (ii) default shall be made in the payment of any principal, Cash Amount or other amount in respect of any such Exchangeable Notes (in each case whether at maturity or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date; or
- (iii) MLBV shall fail to perform or observe any other term, covenant or agreement contained in the Terms and Conditions applicable to any of such Exchangeable Notes or in the English Law Agency Agreement for the period of 90 calendar days after the date on which written notice of such failure, requiring MLBV to remedy the same, first shall have been given to the Principal Paying Agent and MLBV by Holders of at least 33 per cent. of the aggregate principal amount of any such Exchangeable Notes outstanding; or
- (iv) a court having jurisdiction in the premises shall have entered a decree or order granting relief with respect to MLBV in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of MLBV of all or substantially all of its property or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force and unstayed for a period of 60 consecutive calendar days; or
- (v) MLBV shall institute proceedings for relief under any applicable bankruptcy, insolvency or any other similar law now or hereafter in effect, or shall consent to the institution of any such proceedings against it, or shall consent to the appointment of a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of it or of all or substantially all of its property, or shall make an assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing; or
- (vi) any other events of default specified for a Series of Exchangeable Notes in the applicable Final Terms.

If an Event of Default shall occur and be continuing with respect to any Series of Exchangeable Notes issued by MLBV, then the Holders of at least 33 per cent. in aggregate principal amount of such Exchangeable Notes outstanding may, at their option, declare such Exchangeable Notes to be due and payable immediately at the Early Redemption Amount, by written notice to MLBV, the Guarantor and the Principal Paying Agent at its main office in London, and if any such default is not waived in accordance with Condition 15(c) or cured by MLBV or the Guarantor, as the case may be, prior to receipt of such written notice, such Exchangeable Notes shall become and be immediately due and payable at the Early Redemption Amount.

An Event of Default will not occur and there will not be any right to accelerate payment of principal, the interest accrued, or any other amounts then payable thereon (and Additional Tax Amounts, if any) of any Series of Exchangeable Notes as a result of a covenant breach by the Guarantor.

- (b) At any time after any Series of Exchangeable Notes has become due and payable following a declaration of acceleration made in accordance with this Condition 15 (*Events of Default*) and before a judgment or decree for payment of the money due with respect to such Exchangeable Notes has been obtained by any Noteholder of such Exchangeable Notes, such declaration and its consequences may be rescinded and annulled upon the written consent of Noteholders of a majority in aggregate principal amount of such Exchangeable Notes then outstanding, or by resolution adopted by a majority in aggregate principal amount of such Exchangeable Notes outstanding present or represented at a meeting of Noteholders of such Exchangeable Notes at which a quorum is present, as provided in the English Law Agency Agreement, if:
 - (i) the Issuer has paid, or has deposited with the relevant clearing system, a sum sufficient to pay:

- (A) all overdue amounts of interest on such Exchangeable Notes;
- (B) the principal of such Exchangeable Notes which has become due otherwise than by such declaration of acceleration; and
- (ii) all Events of Default with respect to such Exchangeable Notes, other than the non-payment of the principal of such Exchangeable Notes which has become due solely by such declaration of acceleration, have been cured or waived as provided in Condition 15(c) below.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

- (c) Any default by the Issuer or the Guarantor, other than the events described in Condition 15(a)(i), Condition 15(a)(ii), Condition 15(b)(i) or Condition 15(b)(ii) may be waived by the written consent of Noteholders of a majority in aggregate principal amount of such Exchangeable Notes then outstanding affected thereby, or by resolution adopted by a majority in aggregate principal amount of such Exchangeable Notes then outstanding present or represented at a meeting of Noteholders of such Exchangeable Notes affected thereby at which a quorum is present, as provided in the English Law Agency Agreement. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the English Law Agency Agreement, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

16. **Prescription**

The Exchangeable Notes will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 5 (*Definitions*)) therefor.

Claims in respect of any other amounts payable in respect of the Exchangeable Notes shall be prescribed and become void unless made within ten years following the Relevant Date.

Under New York's statute of limitations generally, the payment obligations of the Guarantor evidenced by the MLB/MLCo. Guarantee of such Exchangeable Notes must be commenced within six years after payment is due. Thereafter, such payment obligations will generally become unenforceable.

17. **Replacement of Exchangeable Notes**

Should any Exchangeable Notes be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Exchangeable Notes must be surrendered before replacements will be issued.

18. **Paying Agents, Registrar and Calculation Agent**

(a) *Principal Paying Agent and Registrar*

The Issuer and the Guarantor are entitled to vary or terminate the appointment of the Principal Paying Agent or the Registrar and/or appoint additional or other Principal Paying Agents or Registrars and/or approve any change in the specified office through which any Principal Paying Agent or Registrar acts, provided that:

- (i) there will at all times be a Principal Paying Agent and a Registrar (which, in the case of the Registrar, shall be an entity with a specified office outside the United Kingdom);
- (ii) so long as the Exchangeable Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Principal

Paying Agent, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;

- (iii) there will at all times be a Principal Paying Agent in a jurisdiction within Europe other than any jurisdiction in which the Issuer or the Guarantor is incorporated; and
- (iv) there shall at all times be a Calculation Agent.

Notice of any variation, termination, appointment or change in the Principal Paying Agent or the Registrar will be given to the Noteholders in accordance with Condition 20 (*Notices*) provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such variation, termination or changes.

In acting under the English Law Agency Agreement, the Principal Paying Agent and the Registrar act solely as agents of the Issuer and the Guarantor and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The English Law Agency Agreement contains provisions permitting any entity into which the Principal Paying Agent or the Registrar is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent or registrar, as applicable.

(b) *Calculation Agent*

In relation to each issue of Exchangeable Notes, the Calculation Agent (whether it be Merrill Lynch International, BofA Securities Europe SA or another entity) acts solely as agent of the Issuer and the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Noteholders. All calculations and determinations made in respect of the Exchangeable Notes by the Calculation Agent shall be in its sole and absolute discretion (unless, in respect of the particular calculation or determination to be made, the Terms and Conditions provide that it shall be made in a "commercially reasonable manner"), in good faith, and shall (save in the case of wilful default, bad faith, manifest error or proven error) be final, conclusive and binding on the Issuer, the Guarantor, the Agents and the Noteholders. The Calculation Agent shall promptly notify the Issuer and the Principal Paying Agent upon any such calculations and determinations, and (in the absence of wilful default, negligence or bad faith) no liability to the Issuer, the Guarantor, the Agents or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

19. Meetings of Noteholders, Modifications and Waivers

The English Law Agency Agreement contains provisions for convening meetings of the Holders of Exchangeable Notes of a particular Series to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of such Exchangeable Notes or any of the provisions of the English Law Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor and shall be convened by the Issuer or the Guarantor if required in writing by the Noteholders holding not less than 33 per cent. in nominal amount of the Exchangeable Notes of the affected Series for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Exchangeable Notes of the affected Series for the time being outstanding, or at any adjourned meeting one or more persons present whatever the nominal amount of the Exchangeable Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Exchangeable Notes (including modifying the date of maturity of the Exchangeable Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Exchangeable Notes, altering the currency of payment of the Exchangeable Notes, modifying the provisions

relating to, or cancelling, the Exercise Rights (other than a reduction to the Exercise Price), increasing the Exercise Price (other than an adjustment made in accordance with these Conditions) except, in each case, in accordance with these Conditions, the quorum shall be one or more persons present and holding or representing not less than two-thirds in nominal amount of the Exchangeable Notes of the affected Series for the time being outstanding, or at any adjourned such meeting one or more persons present and holding or representing not less than one-third in nominal amount of the Exchangeable Notes of the affected Series for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Holders of the Exchangeable Notes of a particular Series shall be binding on all the Holders of Exchangeable Notes of such Series, whether or not they are present at the meeting.

An Extraordinary Resolution may also be effected in writing signed or electronically approved using the systems and procedures in place from time to time of a relevant clearing system by or on behalf of all the Holders.

The Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders to:

- (a) any modification (except as mentioned above) of the Exchangeable Notes or the English Law Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Exchangeable Notes or the English Law Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 20 (*Notices*) as soon as practicable thereafter.

20. Notices

All notices regarding the Exchangeable Notes will be deemed to be validly given:

- (a) if, in respect of notices to Holders of Definitive Registered Notes, mailed to them at their respective addresses in the Register. Such notices will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing;
- (b) if, in respect of any Exchangeable Notes that are admitted to trading on the Luxembourg Stock Exchange's Euro MTF, and listed on the Official List, of the Luxembourg Stock Exchange, published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers; or
- (c) as otherwise specified in the applicable Final Terms.

Until such time as any Individual Note Certificates are issued, there may, so long as any Global Notes representing the Exchangeable Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, as the case may be, be substituted for such publication in such newspaper(s) (as described in Condition 20(b)) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg, as applicable for communication by them to the Holders of the Exchangeable Notes and, in addition, for so long as any Exchangeable Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the Holders of the Exchangeable Notes on the day on which such notice was given to Euroclear and/or Clearstream, Luxembourg, as applicable.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with, in the case of Definitive Registered Notes, the related Individual Note Certificate (if applicable), with the Principal Paying Agent. Whilst any of the Exchangeable Notes are represented by a Global Note, such notice may be given by any holder of an Exchangeable Note to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

21. **Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Exchangeable Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Exchangeable Notes.

22. **Consolidation or Merger**

The Issuer or the Guarantor may not consolidate with, or sell or convey all or substantially all of its assets to, or merge with or into any other entity, other than in the case of the Guarantor, a sale or conveyance of all or substantially all of its assets to one or more Subsidiaries (as defined below), unless (i) (a) in the case of the Issuer, either the Issuer shall be the continuing company, or the successor entity (if other than the Issuer) shall expressly assume the due and punctual payment of all amounts (including Additional Tax Amounts as provided in Condition 14 (*Taxation*)) payable with respect to the Exchangeable Notes, according to their tenor, and the due and punctual performance and observance of all of the obligations under the Conditions to be performed by the Issuer by an amendment to the English Law Agency Agreement executed by, *inter alios*, such successor entity, the Guarantor, the Registrar and the Principal Paying Agent, and (b) in the case of the Guarantor, the Guarantor shall be the continuing company, or the successor entity (if other than the Guarantor) shall be organised and existing under the laws of the United States or a state thereof or the District of Columbia and such successor entity shall expressly assume the due and punctual payment of all amounts, including Additional Tax Amounts as provided in Condition 14 (*Taxation*) payable or deliverable, as applicable, with respect to the MLBV/MLICo. Guarantee by the execution of a new MLBV/MLICo. Guarantee of like tenor and (ii) immediately after giving effect to such transaction, no Event of Default under Condition 15 (*Events of Default*), and no event which, with notice or lapse of time or both, would become such an Event of Default shall have happened and be continuing. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the Issuer or the Guarantor, as the case may be, with the same effect as if it had been named herein as the Issuer or the Guarantor, as the case may be, and the Issuer or the Guarantor, as the case may be, except in the event of a conveyance by way of lease, shall be relieved of any further obligations under the Conditions, the English Law Agency Agreement and the MLBV/MLICo. Guarantee, as applicable.

"**Subsidiary**" means any entity of which more than 50 per cent of the voting power of the outstanding ownership interests (excluding ownership interests entitled to voting power only by reason of the happening of a contingency) shall at the time be owned, directly or indirectly, by the Guarantor, or one or more Subsidiaries, or by the Guarantor and one or more Subsidiaries. For this purpose, "voting power" means power to vote in an ordinary election of directors (or, in the case of an entity that is not a corporation, ordinarily to appoint or approve the appointment of entities holding similar positions).

23. **Business Days**

In these Terms and Conditions, "**Business Day**" means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre specified in the applicable Final Terms, provided that if the Additional Business Centre is specified in the applicable

Final Terms to be or to include "TARGET", then Business Day shall also be a day on which the TARGET2 System is operating; and

- (b) also (1) for any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London) or (2) for any sum payable in euro, a day on which the TARGET2 System is operating.

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

No person shall have any right to enforce any term or condition of the Exchangeable Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

25. **Governing Law and Jurisdiction**

(a) *Governing law*

The English Law Agency Agreement, the MLBV Exchangeable Notes Deed of Covenant and the Exchangeable Notes issued by MLBV and any non-contractual obligations arising out of or in connection with the English Law Agency Agreement, the MLBV Notes Deed of Covenant and such Exchangeable Notes (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to the English Law Agency Agreement, the MLBV Notes Deed of Covenant and the Exchangeable Notes issued by MLBV or their respective formation) shall be governed by, and construed in accordance with, English law.

The MLBV/MLICo. Guarantee shall be governed by, and construed in accordance with, the laws of the State of New York, United States, applicable to agreements made and to be performed wholly within such jurisdiction without regard to principles of conflicts of laws.

(b) *Submission to jurisdiction*

In relation to any legal action or proceedings ("**Proceedings**") arising out of or in connection with the Exchangeable Notes issued by MLBV, the courts of England have exclusive jurisdiction and MLBV and the Noteholders submit to the exclusive jurisdiction of the English courts. MLBV and the Noteholders waive any objection to Proceedings in the English courts on the grounds of venue or that the Proceedings have been brought in an inconvenient forum.

For greater certainty, the Guarantor has not submitted to the jurisdiction of the English courts in the MLBV/MLICo. Guarantee, and claims under the MLBV/MLICo. Guarantee are required to be instituted in the courts of the State of New York or the courts of the United States of America located in the Borough of Manhattan in the City and State of New York, United States.

(c) *Express Acknowledgement of the U.S. Special Resolution Regimes*

In the event the Issuer or the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (each, a "**U.S. Special Resolution Regime**"), the transfer of the Exchangeable Notes and/or the MLBV/MLICo. Guarantee (together, the "**Relevant Obligations**"), and the transfer of any interest and obligation in or under, and any property securing, the Relevant Obligations, from the Issuer or the Guarantor, respectively, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if the Relevant Obligations, and any interest and obligation in or under, and any property securing, the Relevant Obligations, were governed by the laws of the United States or a state of the United States. In the event the

Issuer or the Guarantor, or any of their affiliates (as such term is defined in, and interpreted in accordance with, 12 U.S.C. § 1841(k)) becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Issuer or the Guarantor with respect to the Relevant Obligations are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if the Relevant Obligations were governed by the laws of the United States or a state of the United States. For purposes of this paragraph, "**default right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. § 252.81, 12 C.F.R. § 382.1 and 12 C.F.R. § 47.1, as applicable.

(d) *Appointment of Process Agent*

MLBV hereby appoints Bank of America, National Association, London Branch currently at 2 King Edward Street, London EC1A 1HQ (Att: General Counsel EMEA) as its agent in England to receive service of process in any Proceedings in England. If for any reason such process agent ceases to act as such or no longer has an address in England, MLBV agrees to appoint a substitute process agent and to notify the Holders of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

SCHEDULE 3

TERMS AND CONDITIONS OF THE W&C INSTRUMENTS

TERMS AND CONDITIONS OF THE W&C INSTRUMENTS

The following is the text of the Terms and Conditions of the W&C Instruments which will apply to each issue of W&C Instruments and which will include the Additional Terms and Conditions (as defined below) if and to the extent specified in the applicable Final Terms.

The Series of W&C Instruments described in the applicable Final Terms (insofar as it relates to such Series of W&C Instruments) (such W&C Instruments being hereinafter referred to as the "**W&C Instruments**") are issued by whichever of Merrill Lynch B.V. ("**MLBV**") or Merrill Lynch International & Co. C.V. ("**MLICo.**") (acting by its general partner ML Cayman Holdings Inc.) is specified as the Issuer in the applicable Final Terms (the "**Issuer**") and references to the Issuer shall be construed accordingly. W&C Instruments will be either warrants ("**Warrants**") or certificates ("**Certificates**"), as specified in the applicable Final Terms, and references in these Terms and Conditions to "**W&C Instrument**", "**W&C Instruments**", "**Warrant**", "**Warrants**", "**Certificate**" and "**Certificates**" will be construed accordingly.

MLBV and MLICo. may issue Warrants and Certificates.

The W&C Instruments are issued pursuant to an Amended and Restated English Law Agency Agreement dated 13 May 2022 (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**English Law Agency Agreement**") which is governed by English law among, *inter alios*, MLBV, MLICo., Bank of America Corporation ("**BAC**" or the "**Guarantor**") as guarantor, Bank of America, N.A. (operating through its London Branch) as principal paying agent (in such capacity, the "**Principal Paying Agent**"), which expression shall include any successor principal paying agent), Bank of America, N.A. (operating through its London Branch) as principal warrant agent (in such capacity, the "**Principal Warrant Agent**"), which expression shall include any successor principal warrant agent), Bank of America, N.A. as U.S. warrant agent (in such capacity, the "**U.S. Warrant Agent**"), which expression shall include any successor U.S. warrant agent), Bank of America, N.A. (operating through its London Branch) as principal certificate agent (in such capacity, the "**Principal Certificate Agent**"), which expression shall include any successor principal certificate agent), Bank of America, N.A. as U.S. certificate agent (in such capacity, the "**U.S. Certificate Agent**" which expression shall include any successor U.S. certificate agent) and Bank of America Europe DAC as registrar in respect of Warrants and Certificates (the "**Registrar**").

In connection with each issue of Warrants, references herein to the "**Principal Instrument Agent**" shall be deemed to be references to the Principal Warrant Agent and references to "**W&C Instrument Agents**" shall be deemed to be references to the Principal Warrant Agent, the U.S. Warrant Agent and any additional or successor to such agents appointed pursuant to the English Law Agency Agreement collectively.

In connection with each issue of Certificates, references herein to the "**Principal Instrument Agent**" shall be deemed to be references to the Principal Certificate Agent, where the context permits and references to "**W&C Instrument Agents**" shall be deemed to be references to the Principal Certificate Agent, the U.S. Certificate Agent and any additional or successor to such agents appointed pursuant to the English Law Agency Agreement collectively.

Merrill Lynch International or BofA Securities Europe SA shall undertake the duties of calculation agent (the "**Calculation Agent**") in respect of the W&C Instruments unless another entity is so specified as the calculation agent in the applicable Final Terms. The expression Calculation Agent shall, in relation to the relevant W&C Instruments, include such other specified calculation agent.

The applicable Final Terms (the "**Final Terms**") for the W&C Instruments supplement these Terms and Conditions (the "**Terms and Conditions**", or the "**Conditions**") and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, supplement, replace or modify these Terms and Conditions for the purposes of the W&C Instruments. References herein to the "**applicable Final Terms**" are to Part A (including, if applicable, any annex or appendix thereto) of the Final Terms or each Final Terms (in the case of any further instruments issued pursuant to Condition 14 (*Further Issues*) and forming a single Series with the W&C Instruments) (which for the avoidance of doubt may be issued in respect of more than one Series of W&C Instruments) attached to the Global W&C Instrument or to the Definitive W&C Instrument, as the case

may be, or constituting a part of such W&C Instruments and made available as provided in the preceding paragraph insofar as it relates to the W&C Instruments.

The additional Terms and Conditions (the "**Additional Terms and Conditions**") contained in Annex 1 in the case of Index Linked W&C Instruments (together with Annex 16 where Index-Linked Futures Contracts are referenced), Annex 2 in the case of Share Linked W&C Instruments, Annex 3 in the case of Low Exercise Price Warrants, Annex 4 in the case of GDR/ADR Linked W&C Instruments, Annex 5 in the case of FX Linked W&C Instruments, Annex 6 in the case of Commodity Linked W&C Instruments, Annex 7 in the case of Fund Linked W&C Instruments, Annex 8 in the case of Inflation Linked W&C Instruments, Annex 9B in the case of Credit Linked W&C Instruments, Annex 11 in the case of Rule 144A W&C Instruments, Annex 12 in the case of Saudi Share Linked Warrants, and/or Annex 13 in the case of Secured Static/Floating Instruments or Annex 14 in the case of Secured Fully Floating Instruments (each as defined below) will apply to, and form part of the Terms and Conditions of the W&C Instruments if and to the extent specified in the applicable Final Terms.

The applicable Final Terms for the W&C Instruments are attached to or incorporated by reference into the Global W&C Instrument or endorsed on the Definitive W&C Instruments, as the case may be.

"**Series**" means W&C Instruments which are identical in all respects (including as to listing and admission to trading), together with any further W&C Instruments which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates and/or Issue Prices.

Any reference to "**W&C Instrumentholders**" or "**Holders**" in relation to any W&C Instruments shall mean the holders of the W&C Instruments.

Other than in respect of the Secured W&C Instruments, the payment of all amounts payable and/or delivery of non-cash consideration deliverable by the Issuer in respect of the W&C Instruments are unconditionally and irrevocably guaranteed by BAC pursuant to the guarantee dated 13 May 2022, as executed by BAC (the "**MLBV/MLICo. Guarantee**"). The original of the MLBV/MLICo. Guarantee is held by Bank of America, N.A. (operating through its London Branch) at its specified office currently at 2 King Edward Street, London EC1A 1HQ. For the avoidance of doubt, the Secured W&C Instruments issued by MLBV or MLICo. are not guaranteed by BAC and Holders of such Secured W&C Instruments will not be able to claim under the terms of the MLBV/MLICo. Guarantee for any unpaid amounts and any such shortfall will not constitute an unsecured claim by such Holder of Secured W&C Instruments against the Guarantor.

The W&C Instrumentholders are entitled to the benefit of the W&C Instruments Deed of Covenant (the "**W&C Instruments Deed of Covenant**") dated 13 May 2022 and made by the Issuer. The original of the W&C Instruments Deed of Covenant is held by a common depositary for Euroclear and Clearstream, Luxembourg (each as defined below) (the "**Common Depositary**"). For the avoidance of doubt, Holders of W&C Instruments held through The Depository Trust Company ("**DTC**") are not entitled to the benefit of the direct rights under the W&C Instruments Deed of Covenant.

Copies of the English Law Agency Agreement are available for viewing and can be obtained during normal business hours at the specified offices of the W&C Instrument Agents and copies of the MLBV/MLICo. Guarantee are available for viewing and can be obtained during normal business hours at the specified offices of the Principal Instrument Agent. Copies of the applicable Final Terms will be available for viewing and can be obtained during normal business hours at the specified office of the relevant Dealer and the applicable W&C Instrument Agents only by a Holder (as defined in Condition 1(B), or "*Annex 11B – Additional Terms and Conditions for Rule 144A W&C Instruments*" as applicable) holding one or more W&C Instruments and such Holder must produce evidence satisfactory to the Issuer or the relevant W&C Instrument Agent as to its holding of such W&C Instruments and its identity. The Offering Circular and, in the case of W&C Instruments admitted to trading on the Luxembourg Stock Exchange's Euro MTF, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Final Terms relating to Notes listed and/or admitted to trading on any other stock exchange or market will be published in accordance with the rules and regulations of such stock exchange or market.

The Holders are deemed to have notice of or are entitled to the benefit of and are bound by all the provisions of the English Law Agency Agreement the MLBV/MLICo. Guarantee (if applicable), the W&C Instruments Deed of Covenant and the applicable Final Terms which are applicable to them.

Words and expressions defined in the English Law Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the English Law Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. Type, Title and Transfer

(A) *Type*

W&C Instruments may be issued in registered form ("**Registered W&C Instruments**") or uncertificated or dematerialised form. Registered W&C Instruments will be represented by Global W&C Instruments or Definitive W&C Instruments, in accordance with these Terms and Conditions of the W&C Instruments.

The W&C Instruments relate to a specified Index or basket of Indices ("**Index Linked W&C Instruments**"), a specified Share or basket of Shares ("**Share Linked W&C Instruments**"), a specified American depositary receipt (an "**ADR**") and/or global depositary receipt (a "**GDR**") representing interests in a share (the "**Underlying Share**") or basket of such GDRs and/or ADRs ("**GDR/ADR Linked W&C Instruments**"), a specified currency or basket of currencies ("**FX Linked W&C Instruments**"), a specified commodity or commodity index or basket of commodities and/or commodity indices ("**Commodity Linked W&C Instruments**"), a specified fund share or unit or basket of fund shares or units ("**Fund Linked W&C Instruments**"), a specified inflation index ("**Inflation Linked W&C Instruments**"), a specified share of a company listed on the Saudi Stock Exchange (*Tadawul*) or basket of such shares ("**Saudi Share Linked Warrants**") or the credit of a specified reference entity or reference entities ("**Credit Linked W&C Instruments**") or any other or further type of instruments as is specified in the applicable Final Terms. The W&C Instruments issued by MLICo. or MLBV may be secured by a segregated pool of Collateral Assets (the "**Secured W&C Instruments**").

The applicable Final Terms will indicate whether settlement shall be by way of cash payment ("**Cash Settled W&C Instruments**") or physical delivery ("**Physical Delivery W&C Instruments**") and whether averaging ("**Averaging**") will apply to the W&C Instruments.

If Averaging is specified as applying in the applicable Final Terms, the applicable Final Terms will state the relevant Averaging Dates and, in respect of Index Linked Instruments and Share Linked Instruments, if an Averaging Date is a Disrupted Day, whether Omission, Postponement or Modified Postponement applies.

References in these Terms and Conditions, unless the context otherwise requires, to Cash Settled W&C Instruments shall be deemed to include references to Physical Delivery W&C Instruments, which include an option (as set out in the applicable Final Terms) at the Issuer's election to request cash settlement of such W&C Instrument and where settlement is to be by way of cash payment, and references in these Terms and Conditions, unless the context otherwise requires, to Physical Delivery W&C Instruments shall be deemed to include references to Cash Settled W&C Instruments which include an option (as set out in the applicable Final Terms) at the Issuer's election to request physical delivery of the relevant underlying asset in settlement of such W&C Instrument and where settlement is to be by way of physical delivery.

W&C Instruments may, if so specified and provided for in the applicable Final Terms, allow Holders to elect for settlement by way of cash payment or by way of physical delivery or by such other method of settlement as is specified in the applicable Final Terms. Those W&C Instruments where the Holder has elected for cash payment will be

Cash Settled W&C Instruments and those W&C Instruments where the Holder has elected for physical delivery will be Physical Delivery W&C Instruments. The rights of a Holder as described in this paragraph may be subject to the Issuer's right to vary settlement if so indicated in the applicable Final Terms.

(B) *Title to W&C Instruments*

Subject as set out below, title to Registered W&C Instruments will, subject to mandatory rules of law, pass by registration in the Register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the English Law Agency Agreement.

In the case of W&C Instruments that are represented by a Global W&C Instrument, each person who is for the time being shown in the records of a Clearing System as the holder of a particular number or nominal amount, as the case may be, of W&C Instruments (in which regard any certificate or other document issued by such Clearing System as to the number or nominal amount, as the case may be, of W&C Instruments standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Guarantor and any W&C Instrument Agent as the holder of such number or nominal amount, as the case may be, of W&C Instruments for all purposes other than with respect to the payment of principal or additional amounts on such number, or nominal amount, as the case may be, of such W&C Instruments, for which purpose the person recorded in the Register shall be treated by the Issuer, the Guarantor, the Registrar and any W&C Instrument Agent as the Holder of such number, or nominal amount, as the case may be, of such W&C Instruments in accordance with and subject to the terms of the relevant W&C Instrument (and the expression "**Holder**" and related expressions shall be construed accordingly).

An individual certificate ("**individual certificate**") will be issued to each holder of Definitive Registered Certificates in registered form in respect of its registered holding. An individual warrant certificate ("**individual warrant certificate**") will be issued to each holder of Definitive Registered Warrants in registered form in respect of its registered holding. Each individual certificate and individual warrant certificate will be numbered serially with an identifying number which will be recorded in the register. Each holder for the time being registered in the Register (or in the case of a joint holding, the first named thereof) shall be treated by the Issuer, the Guarantor, the Registrar and any W&C Instrument Agent as the Holder of such number, or nominal amount, as the case may be, of such W&C Instruments in accordance with and subject to the terms of the relevant W&C Instrument (and the expression "**Holder**" and related expressions shall be construed accordingly).

(C) *Transfers of W&C Instruments*

(a) *Global W&C Instruments*

W&C Instruments that are represented by a Global W&C Instrument held through a Clearing System, will be transferable only in accordance with the rules and procedures for the time being of such Clearing System.

(b) *Definitive W&C Instruments in registered form*

Subject to Condition 30(C) (*Closed Periods in respect of Definitive Registered Certificates*) transfers of Definitive Registered Certificates in registered form are effected upon (i) the surrender (at the specified office of the Principal Instrument Agent) of the individual certificate representing such Definitive Registered Certificates to be transferred together with the form of transfer (which shall be available at the specified office of the Principal Instrument Agent) endorsed on such individual certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed by the person shown as the registered holder in the Register, or its attorney duly authorised in

writing, and any other evidence as the Principal Instrument Agent may reasonably require, (ii) the recording of such transfer in the Register and (iii) issuance of a new individual certificate or certificates to the transferee or transferees. Subject to Condition 23(D) (*Closed Periods in respect of Definitive Registered Warrants*), transfers of Definitive Registered Warrants in registered form are effected upon (i) the surrender (at the specified office of the Principal Instrument Agent) of the individual warrant certificate representing such Definitive Registered Warrants to be transferred together with the form of transfer (which shall be available at the specified office of the Principal Instrument Agent) endorsed on such individual warrant certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed by the person shown as the registered holder in the Register, or its attorney duly authorised in writing, and any other evidence as the Principal Instrument Agent may reasonably require, (ii) the recording of such transfer in the Register and (iii) issuance of a new individual warrant certificate or certificates to the transferee or transferees.

2. Status of the W&C Instruments and MLBV/MLICo. Guarantee

Other than the Secured W&C Instruments, the W&C Instruments constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and rank equally among themselves and rank equally (subject to such exceptions as are from time to time provided by applicable laws) with all other present and future direct, unsubordinated, unconditional and unsecured obligations of the Issuer.

The obligations of the Guarantor under the MLBV/MLICo. Guarantee, save for such exceptions as may be provided by applicable laws and regulations or judicial order, will rank *pari passu* with its other present and future unsecured and unsubordinated obligations.

3. MLBV/MLICo. Guarantee

Under the MLBV/MLICo. Guarantee, the Guarantor has unconditionally and irrevocably guaranteed to the Holders, (i) the due and punctual payment of any and all amounts payable by the Issuer as obligor in respect of the W&C Instruments (except for Secured W&C Instruments which it does not guarantee) and/or (ii) subject as provided below, the due and punctual delivery of non-cash consideration deliverable by the Issuer in respect of the W&C Instruments (except for Secured W&C Instruments which it does not guarantee), if applicable, when and as the same shall become due and payable or when the same shall become due for delivery, as the case may be, pursuant to the Conditions and to the extent provided in the MLBV/MLICo. Guarantee. The Secured W&C Instruments will not have the benefit of the MLBV/MLICo. Guarantee. As more fully set forth in the MLBV/MLICo. Guarantee, the Guarantor shall at all times have the right, at its sole and unfettered discretion, to elect not to deliver or procure delivery of the Entitlement to the Holders of Physical Delivery W&C Instruments (which term, as it relates to the MLBV/MLICo. Guarantee and the Guarantor does not include Secured W&C Instruments) when the same shall become due and deliverable, but in lieu thereof, to pay an amount in cash equal to the Guaranteed Cash Settlement Amount. The "**Guaranteed Cash Settlement Amount**" in respect of each W&C Instrument, other than any Secured W&C Instruments, means an amount calculated pursuant to the terms of, or as specified in, the applicable Final Terms (or, in respect of each Credit Linked W&C Instruments, as set out in Condition 5 (*Physical Settlement*) of "Annex 9B - Additional Terms and Conditions for Credit Linked W&C Instruments") or, if not specified in the applicable Final Terms, an amount equal to the fair market value of the Entitlement in respect of such W&C Instrument on any date notified as such by the Guarantor to the Issuer and the Calculation Agent, less the cost to the Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as determined by the Guarantor in its sole and absolute discretion. Any payment of the Guaranteed Cash Settlement Amount in lieu of the Entitlement shall constitute a complete discharge of the Guarantor's obligations in respect of such Physical Delivery W&C Instruments.

4. Definitions

For the purposes of these Terms and Conditions, the following general definitions will apply:

"Actual Exercise Date" means the Exercise Date (in the case of European Style Warrants or Certificates), or, subject to Condition 25(F)(a)(ii), the date during the Exercise Period on which the Warrant is actually or is deemed exercised (in the case of American Style Warrants (as more fully set out in Condition 24(A)(a)).

"Affiliate" means in relation to any entity (the **"First Entity"**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **"control"** means ownership of a majority of the voting power of an entity.

"Aggregate Notional Amount" has the meaning given to it in the applicable Final Terms.

"Business Day" means:

- (A) a day (other than a Saturday or Sunday) on which:
- (i) commercial banks and foreign exchange markets settle payments and are open for business (including dealings in foreign exchange and foreign currency deposits) London and each relevant Business Day Centre(s), specified in the applicable Final Terms, provided that if the Business Day Centre(s) is specified in the applicable Final Terms to be or to include "TARGET", then Business Day shall also be a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system or any successor thereto (the **"TARGET2 System"**) is operating; and
 - (ii) each relevant Clearing System is open for business; and
 - (iii) either (1) in relation to a sum payable other than in euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (if other than London and any Business Centre(s) and which if the Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is operating, or (3) in relation to any sum payable in CNY, unless otherwise specified in the applicable Final Terms, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Hong Kong Special Administrative Region.

"Cash Settlement Amount" means, in relation to a Cash Settled W&C Instrument, the amount (which may never be less than zero) which the Holder is entitled to receive on the Settlement Date in the Settlement Currency in relation to each such W&C Instrument, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, as determined by the Calculation Agent pursuant to the provision set out in the applicable Final Terms. The Cash Settlement Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Settlement Currency, with 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards, and with W&C Instruments exercised at the same time by the same Holder being aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such W&C Instruments.

"Clearing Systems" means Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system.

"Clearstream, Luxembourg" means Clearstream Banking, S.A.

"Definitive Registered Certificates" means an individual certificate (as defined in Condition 29 (*Form of Certificates*)).

"Definitive Registered Warrants" means an individual warrant certificate (as defined in Condition 22 (*Form of Warrants*)).

"Definitive W&C Instruments" means the Definitive Registered Certificates and the Definitive Registered Warrants.

"Entitlement" means, in relation to a Physical Delivery W&C Instrument (other than a Credit Linked W&C Instrument), or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Holder is entitled to receive on the Settlement Date in respect of each such W&C Instrument or Unit, as the case may be, following payment of the Expenses, and, in the case of Warrants, the Exercise Price, which quantity will be rounded down as provided in Condition 24(C) or 31(A), as determined by the Calculation Agent and includes any documents evidencing such Entitlement.

"Euroclear" means Euroclear Bank SA/NV.

"Euroclear/CBL Global W&C Instruments" means the Euroclear/CBL Global Registered Certificates and the Euroclear/CBL Global Registered Warrants, each a **"Euroclear/CBL Global W&C Instrument"**.

"Exercise Price" means the price specified as the Exercise Price in the applicable Final Terms.

"FATCA Provisions" means Sections 1471 through 1474 of the Code (or any successor provisions) any regulation, pronouncement, or agreement thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, whether currently in effect or as published and amended from time to time, and any intergovernmental agreement entered into in connection with the implementation of such provisions of the Code.

"Global W&C Instrument" means (a) in the case of an issue of Warrants, the Global Warrant (as defined in Condition 22 (*Form of Warrants*)) representing such Warrants and (b) in the case of an issue of Certificates, the Global Certificate (as defined in Condition 29 (*Form of Certificates*))) representing such Certificates.

"Notional Amount" has the meaning given to it in the applicable Final Terms.

"Mandatory Early Exercise Cash Settlement Amount" means, in respect of a Mandatory Early Exercise Date, such amount specified in the applicable Final Terms.

"Mandatory Early Exercise Cash Settlement Date" means, in respect of a Mandatory Early Exercise Date, such date specified in the applicable Final Terms.

"Mandatory Early Exercise Date" means each Mandatory Early Exercise Date specified in the applicable Final Terms.

"Mandatory Early Exercise Event" means each Mandatory Early Exercise Event specified in the applicable Final Terms.

"Register" means the register held by the Registrar in respect of Registered W&C Instruments.

"Regulation S" means Regulation S under the Securities Act.

"Relevant Assets" means the assets comprising the Entitlement, as specified in the applicable Final Terms.

"Settlement Business Day" means any day on which the relevant Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Settlement Date" has the meaning given in the applicable Final Terms.

"Unit" has meaning given in the applicable Final Terms.

"United States" means the United States of America (including the states and the District of Columbia), its territories and possessions.

"U.S. person" has the meaning ascribed to it by Regulation S under the Securities Act.

5. **General provisions relating to Physical Settlement in respect of W&C Instruments (other than Credit Linked W&C Instruments and Rule 144A W&C Instruments)**

The provisions of Conditions 5(A), 5(B) and 5(C) apply to W&C Instruments other than Credit Linked W&C Instruments.

(A) *Settlement Disruption*

If, following the exercise of Physical Delivery W&C Instruments, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on any Settlement Date, then such Settlement Date for such W&C Instruments shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Instruments or Unit, as the case may be, by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Settlement Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Settlement Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Settlement Date. In the case of Warrants, in the event that a Settlement Disruption Event will result in the delivery on a Settlement Date of some but not all of the Relevant Assets comprising the Entitlement, the Calculation Agent shall determine in its discretion the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy and discharge its obligations in respect of the relevant W&C Instruments or Unit, as the case may be, by payment to the relevant Holder of the Disruption Cash Settlement Price (as defined below) on the third Business Day following the date that notice of such election is given to the Holders in accordance with Condition 12 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 12 (*Notices*) that a Settlement Disruption Event has occurred provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Settlement Disruption Event. No Holder shall be entitled to any payment in respect of the relevant W&C Instrument or Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer or the Guarantor.

For the purposes hereof:

"Disruption Cash Settlement Price" in respect of any relevant W&C Instruments or Unit, as the case may be, shall be the fair market value of such W&C Instruments or Unit, as the case may be, (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such duly delivered Relevant Assets), less the cost to the Issuer and/or its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Issuer in its sole and absolute discretion, plus, in the case of Warrants and if already paid, the Exercise Price (or, whereas provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion); and

"Settlement Disruption Event" means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(B) *Failure to Deliver due to Illiquidity*

If "Failure to Deliver due to Illiquidity" is specified as applicable in the applicable Final Terms and, following the exercise of Physical Delivery W&C Instruments, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the **"Affected Relevant Assets"**) comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a **"Failure to Deliver due to Illiquidity"**), then:

- (a) subject as provided elsewhere in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Settlement Date and, in the case of Warrants, the Calculation Agent shall determine in its discretion the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement; and
- (b) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Instruments or Unit, as the case may be, by payment to the relevant Holder of the Failure to Deliver Settlement Price (as defined below) on the fifth Business Day following the date that notice of such election is given to the Holders in accordance with Condition 12 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 12 (*Notices*) that the provisions of this Condition 5(B) apply.

For the purposes hereof:

"Failure to Deliver Settlement Price" means, in respect of any relevant W&C Instrument or Unit, as the case may be, the fair market value of such W&C Instrument or Unit, as the case may be (taking into account, the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less the cost to the Issuer and/or its Affiliates or agents of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion, plus, in the case of Warrants and if already paid, the Exercise Price (or, whereas provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

(C) *Issuer's Option to Vary Settlement*

If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the W&C Instruments, upon a valid exercise of W&C Instruments in accordance with these Terms and Conditions, the Issuer may, at its sole and unfettered discretion, in respect of each such W&C Instrument or Unit elect not to pay the relevant Holders the Cash Settlement Amount or not to deliver or procure delivery of the Entitlement, as the case may be, to the relevant Holders but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Settlement Date to the relevant Holders. Notification of such election will be given to Holders in accordance with Condition 12 (*Notices*) no later than 10.00 a.m. (London time) on the second Business Day following the Actual Exercise Date.

6. General provisions relating to Settlement

(A) *General Provisions*

None of the Issuer, (if applicable) the Guarantor, the Calculation Agent, the W&C Instrument Agents and the Registrar shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement.

Exercise of the W&C Instruments is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, (if applicable) the Guarantor or any of its Affiliates, the W&C Instrument Agents and the Registrar shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, (if applicable) the Guarantor or any of its Affiliates, the W&C Instrument Agents and the Registrar shall under any circumstances be liable for any acts or defaults of Euroclear or Clearstream, Luxembourg in relation to the performance of their duties in relation to the W&C Instruments.

The purchase of W&C Instruments does not confer on any holder of such W&C Instruments any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

(B) *Payment Day*

If the date scheduled for payment of any amount in respect of any W&C Instrument is not a Payment Day, the Holder thereof shall not be entitled to payment until (i) if "Following" is specified in the applicable Final Terms, the next following Payment Day or (ii) if "Modified Following" is specified in the applicable Final Terms, the next following Payment Day unless that Payment Day falls in the next calendar month, in which case the first preceding Payment Day, in the relevant place and shall not be entitled to further interest or other payment in respect of such delay or amendment. For these purposes, "**Payment Day**" means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchanges and foreign currency deposits) in:

- (a) the principal financial centre of the country of the relevant Settlement Currency (or (A) in the case of an amount payable in euro, a day on which the TARGET2 System is operating or (B) in the case of an amount payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre);
- (b) each Additional Financial Centre specified in the applicable Final Terms, provided that if the Additional Financial Centre is specified in the applicable Final Terms to be or to include "TARGET", then Payment Day shall also be a day on which the TARGET2 System is operating; and
- (c) London.

(C) *Payment Disruption*

(a) *Occurrence of a Payment Disruption Event or a CNY Payment Disruption Event*

If the applicable Final Terms specify "Payment Disruption Event" or "CNY Payment Disruption Event" to be applicable, in the event that the Calculation Agent, at any time and from time to time, determines in its sole discretion that a Payment Disruption Event or a CNY Payment Disruption Event, as the case may be, has occurred or is likely to occur, then the Calculation Agent shall as soon as practicable notify the Holders of the relevant W&C Instruments of the occurrence of such Payment Disruption Event or CNY Payment Disruption Event, as the case may be, in accordance with Condition 12 (*Notices*).

(b) *Consequences of a Payment Disruption Event*

Upon the occurrence of a Payment Disruption Event:

(i) *Postponement of relevant dates*

Subject to Condition 6(C)(e), the Calculation Agent may postpone the Exercise Date, the Settlement Date or any other date on which the W&C Instruments may be exercised or redeemed or any amount would otherwise be due and payable in respect of the relevant W&C Instruments, until five Business Days (or such other date as may be determined by the Calculation Agent and notified to the Holders in accordance with Condition 12 (*Notices*)) after the date on which the Payment Disruption Event is no longer occurring (the "**Postponed Date**"). Holders shall not be entitled to any other payment in respect of such postponement.

(ii) *Issuer's option to vary settlement*

Notwithstanding the Issuer's right to postpone the date(s) for payments and/or redemption in accordance with Condition 6(C)(b)(i), the Issuer may, if practicable (and to the extent lawful), and at the Issuer's sole and absolute discretion:

- (A) make payments due to be made in the Subject Currency in the Base Currency or in U.S. dollars or euros, converted from the Subject Currency into the Base Currency, U.S. dollars or euros, as applicable, at a rate reasonably selected by the Calculation Agent;
- (B) make payments due to be made in the Base Currency in the Subject Currency or in U.S. dollars or euros, disregarding any obligation to convert amounts into the Base Currency;
- (C) in the case of Share Linked W&C Instruments or Index Linked W&C Instruments (where "Physical Settlement" is specified as applicable to the Index Linked Conditions in the relevant Final Terms), deliver the Shares or Fund Shares, respectively in lieu of cash settlement; or
- (D) in the case of Share Linked W&C Instruments or Index Linked W&C Instruments (where "Physical Settlement" is specified as applicable to the Index Linked Conditions in the relevant Final Terms) which reference a basket of Shares or Indices, respectively, elect to satisfy in part its obligation to pay the amounts as may be due and payable under the relevant W&C Instruments by making partial payment(s) or partial deliveries, as the case may be (the "**Partial Distributions**"). Any Partial Distribution made by the Issuer to the Holders will be calculated and/or determined by the Calculation Agent in its sole and absolute discretion and shall be paid and/or delivered to the Holders *pro rata* (as far as possible, subject to any necessary adjustments for rounding) to the proportion of the W&C Instruments of the same Series held by the relevant Holder. In the event that any Partial Distribution is made by the Issuer, the Calculation Agent may, in its sole and absolute discretion, make any such corresponding adjustment to any variable relevant to the redemption or payment terms of the relevant W&C Instruments as it deems necessary and shall notify the relevant Holders thereof in accordance with Condition 12 (*Notices*).

Any payments or deliveries made in accordance with this Condition 6(C)(b)(ii) shall satisfy and discharge in full (in the case of payments or deliveries made in accordance with paragraphs (A) to (C)) and in part (in the case of Partial Distributions made in accordance with paragraph (D)) the Issuer's obligation to pay the Cash Settlement Amount or other amount in respect of which the Payment Disruption Event has arisen, and no further amounts shall be due and payable by the Issuer in respect thereof.

(c) *Consequences of a CNY Payment Disruption Event*

Upon the occurrence of a CNY Payment Disruption Event:

(i) *Postponement of relevant dates*

If "Date Postponement" is specified to be applicable in the applicable Final Terms, then Condition 6(C)(b)(i) shall apply, provided that the reference therein to "Payment Disruption Event" shall be construed as a reference to "CNY Payment Disruption Event".

(ii) *Payment of Equivalent Amount*

If "Payment of Equivalent Amount" is specified to be applicable in the applicable Final Terms, and the Calculation Agent determines that a CNY Payment Disruption Event has occurred in relation to the Issuer's obligations under the relevant W&C Instruments to pay any Additional Amount, Cash Settlement Amount or other amount in respect of the relevant W&C Instruments on the relevant Additional Amount Payment Date, Settlement Date or such other date on which any amount in respect of the relevant W&C Instruments shall be due and payable (such date, the "**Affected Payment Date**"), then the Issuer may, on giving notice to Holders in accordance with Condition 12 (*Notices*) as soon as practicable and in any event prior to the date on which the payment of the Equivalent Amount is due and payable to the Holders, make payment of the Equivalent Amount of the relevant Additional Amount, Cash Settlement Amount or such other amount payable (if applicable) in full and final settlement of its obligations to pay such Additional Amount, Settlement Amount or other amount in respect of the relevant W&C Instruments.

Notwithstanding the foregoing:

- (A) if both "Payment of Equivalent Amount" and "Date Postponement" are specified to be applicable in the applicable Final Terms, and if the Issuer decides to exercise its right of postponement pursuant to Condition 6(C)(c)(i) and payment of the Equivalent Amount pursuant to this Condition 6(C)(c)(ii), the Equivalent Amount in respect of the relevant Additional Amount, Cash Settlement Amount or other amount (if applicable) in respect of the relevant W&C Instruments shall be due and payable on the Postponed Date instead of the Affected Payment Date; and
- (B) if (x) only the "Payment of Equivalent Amount" is specified to be applicable in the applicable Final Terms, or (y) both "Payment of Equivalent Amount" and "Date Postponement" are specified to be applicable in the applicable Final Terms and the Issuer decides only to exercise the right of payment of the Equivalent Amount pursuant to this Condition 6(C)(c)(ii) but not its right of postponement pursuant to Condition 6(C)(c)(i), then no Postponed Date shall apply and the Equivalent Amount in respect of the relevant Additional Amount, Cash Settlement Amount or other amount (if applicable) in respect of the relevant W&C Instruments shall be due and payable on the Affected Payment Date.

(d) *Payments net of expenses*

Notwithstanding any provisions to the contrary, (a) any payments or deliveries made in accordance with Condition 6(C)(b) or Condition 6(C)(c), as the case may be, shall be made after deduction of any costs, expenses or liabilities incurred or to be incurred by the Calculation Agent or Issuer in connection with or arising from the resolution of the relevant Payment Disruption Event(s) or CNY Payment Disruption Event(s), as the case may be, and (b) no interest shall be paid by the

Issuer in respect of any delay which may occur in the payment of any amounts due and payable under the W&C Instruments as a result of the operation of Condition 6(C)(b) or Condition 6(C)(c), as the case may be.

(e) *Payment Event Cut-Off Date*

In the event that a Payment Disruption Event or a CNY Payment Disruption Event, as the case may be, is still occurring on the Payment Event Cut-Off Date, the Exercise Date, the Settlement Date, or any other date on which any Additional Amount, Cash Settlement Amount or other amount in respect of the relevant W&C Instruments shall be due and payable (as the case may be) for the relevant W&C Instruments shall fall on the Payment Event Cut-Off Date. In such circumstances, the Holder will not receive any amounts. Thereafter, the Issuer shall have no obligations whatsoever under the W&C Instruments.

For the purposes of this Condition 6(C):

"Base Currency" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*";

"CNY" means Chinese Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY);

"CNY Payment Disruption Event" means the occurrence of any of the following events:

- (a) an event that makes it impossible or impractical for the Issuer to convert any amounts in CNY due in respect of the W&C Instruments in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), other than where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation) (a **"CNY Inconvertibility Event"**);
- (b) an event that makes it impossible or impractical for the Issuer to deliver CNY (i) between accounts inside the relevant CNY Settlement Centre(s), (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s) (including, if applicable, to another CNY Settlement Centre), or (iii) from an account outside the relevant CNY Settlement Centre(s) to an account inside the relevant CNY Settlement Centre(s), other than where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible or impractical for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation) (a **"CNY Non-Transferability Event"**); and
- (c) the general CNY foreign exchange market in the relevant CNY Settlement Centre becomes illiquid as a result of which the Issuer cannot obtain sufficient CNY in order to satisfy its payment obligations (in whole or in part) under the W&C Instruments (a **"CNY Non-Availability Event"**);

"CNY Settlement Centre" means the financial centre(s) specified as such in the applicable Final Terms;

"Equivalent Amount" means, in respect of the relevant Additional Amount, Cash Settlement Amount or other amount payable (if applicable) on the relevant Affected Payment Date (for these purposes, the **"Relevant Amount"**), an amount in the Base Currency determined by the Calculation Agent by converting the

Relevant Amount into the Base Currency using the Equivalent Amount Settlement Rate for the relevant Affected Payment Date;

"Equivalent Amount Settlement Rate" means, unless otherwise specified in the applicable Final Terms, in respect of any relevant day, the spot exchange rate on such day between CNY and the Base Currency, determined by the Calculation Agent, taking into account all available information which the Calculation Agent deems relevant (including, but not limited to, pricing information obtained from the CNY non-deliverable market outside the People's Republic of China and/or the CNY foreign exchange market in the People's Republic of China);

"Governmental Authority" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the People's Republic of China, the Hong Kong Special Administrative Region and any other CNY Settlement Centre;

"impractical" or "impracticality" means, in respect of any action to be taken by the Issuer, that the Issuer and/or its Affiliates would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action, or the Issuer and/or any Affiliates would be in breach of any law, rule, regulation, guideline or internal policy of the Issuer and/or its Affiliates, if such action were to be performed;

"Payment Disruption Event" means:

- (a) the occurrence of either (a) an Inconvertibility Event and/or (b) a Non-Transferability Event (each as defined in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*");
- (a) the imposition by the Subject Currency Jurisdiction (or any political or regulatory authority thereof) of any capital controls, or the publication of any notice of an intention to do so, which the Calculation Agent determines in good faith is likely materially to affect the W&C Instruments, and notice thereof is given by the Issuer to the Holders in accordance with Condition 12 (*Notices*); or
- (b) the implementation by the Subject Currency Jurisdiction (or any political or regulatory authority thereof) or the publication of any notice of an intention to implement any changes to the laws or regulations relating to foreign investment in the Subject Currency Jurisdiction (including, but not limited to, changes in tax laws and/or laws relating to capital markets and corporate ownership), which the Calculation Agent determines are likely to affect materially the Issuer's ability to hedge its obligations under the W&C Instruments;

"Payment Event Cut-Off Date" means the date which is one year after the Exercise Date, Settlement Date or as determined by the Calculation Agent acting in good faith and notified to Holders in accordance with Condition 12 (*Notices*);

"Subject Currency" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*"; and

"Subject Currency Jurisdiction" has the meaning given to it in "Annex 5 – *Additional Terms and Conditions for FX Linked Instruments*".

7. Currency Substitution Event

In the event that the Issuer and the Calculation Agent, in their discretion, determine that any Relevant Governmental Authority (as defined below) of a country, bloc of countries or other applicable sovereign entity or entities (each, an **"Applicable Jurisdiction"**) announces or in any

event effects (whether pursuant to legislation enacted for such purpose in the Applicable Jurisdiction, in accordance with or in breach of applicable international treaties, or in any other manner) or (based on any publicly available information which the Issuer and the Calculation Agent reasonably consider relevant) there is a substantial likelihood that it will effect within the next 90 days, the replacement of the lawful currency (the "**Initial Currency**") of an Applicable Jurisdiction with a substitute currency ("**Substitute Currency**") (for the avoidance of doubt, including circumstances in which a country (a "**Departing Country**") within a bloc of countries in a currency union passes legislation (or a Relevant Governmental Authority thereof announces that it will pass legislation or otherwise seeks) to effect or does effect the withdrawal of such Departing Country from the currency bloc and the replacement of the currency of the currency union with another currency as the official currency of the Departing Country) (any such event being a "**Currency Substitution Event**"), and:

- (a) the calculation of amounts to be paid or assets to be delivered under any W&C Instrument is linked to one or more Reference Items, and the currency by which the Reference Item(s) and/or any component(s) thereof is priced, quoted or traded is (or, in the Issuer's reasonable opinion is likely to be), as a result of the Currency Substitution Event, redenominated from the Initial Currency into the Substitute Currency; and/or
- (b) the calculation of amounts to be paid or assets to be delivered under any W&C Instrument is linked to one or more floating rates of interest based on or related to amounts denominated in the Initial Currency; and/or
- (c) the Hedging Arrangements (as defined below) in respect of any W&C Instrument have been materially adversely affected by (A) the Currency Substitution Event and/or (B) capital controls or other restrictions imposed by a Relevant Governmental Authority of the Applicable Jurisdiction, and the Hedging Party (as defined below) is unable, after using commercially reasonable efforts, to alter or modify the Hedging Arrangements and/or establish alternate Hedging Arrangements to fully account for the material adverse effect of (A) and/or (B) above,

or in the event that the currency in which the Issuer would otherwise be obligated to make any payments of principal, interest or other amounts payable on any Note is not available to the Issuer for making payment or payments, then, unless otherwise set out in the applicable Final Terms, the Issuer and the Calculation Agent may, in their discretion:

- (x) make such adjustments, as shall be notified to each Holder of the relevant W&C Instruments, to the exercise, settlement, valuation, calculation, payment (including the Specified Currency and/or Settlement Currency) and/or any other Terms and Conditions of the W&C Instrument as the Issuer determines appropriate to (i) (in all cases other than (c) above) preserve the economic terms of such W&C Instruments as of the Issue Date, including, without limitation, making any currency conversion necessary as part of any such adjustment based on the relevant official conversion rate or at an appropriate market rate of exchange determined by the Calculation Agent to be prevailing as of any relevant time and date, or (ii) (in the case of (c) above) account for the material adverse effect on the Hedging Arrangements and in order to effect a commercially reasonable result; or
- (y) redeem such W&C Instruments on such day as shall be notified to the relevant Holders and pay an early settlement amount (which shall be the fair market value of the W&C Instruments, taking into account the Currency Substitution Event and its consequences as described above, less any and all costs associated or incurred by the Issuer and/or any of its affiliates or agents in connection with such early settlement, including, without limitation, any costs associated with unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) as determined by the Calculation Agent in its sole and absolute discretion) to the Holder in respect of each W&C Instrument.

For the avoidance of doubt, the circumstances and consequences described in this Condition 7 (*Currency Substitution Event*) and any resulting or alternative adjustments to the exercise, settlement, valuation, calculation, payment and/or any other Terms and Conditions of the applicable W&C Instrument will not entitle any Holder of such W&C Instruments (A) to any

legal remedy, including, without limitation, rescission, repudiation, or renegotiation of the W&C Instrument, or (B) to raise any defence or make any claim (including, without limitation, claims of breach, force majeure, frustration of purpose, or impracticability) or any other claim for compensation, damages, or any other relief.

For the purposes of this Condition 7 (*Currency Substitution Event*):

"Hedging Arrangements" means any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) in order to hedge individually or on a portfolio basis the Issuer's obligations under any W&C Instrument.

"Hedging Party" means, the Issuer or any of its affiliate(s) or any entity (or entities) acting on the Issuer's behalf engaged in any underlying or hedging transactions relating to any W&C Instrument and/or underlying market measure(s) in respect of the Issuer's obligations under the W&C Instrument.

"Relevant Governmental Authority" means, in relation to any Applicable Jurisdiction, any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of such Applicable Jurisdiction.

8. Cancellation for Tax Reasons and Tax Compliance Reasons

(A) Cancellation for Tax Reasons

The Issuer may cancel the W&C Instruments, in whole, but not in part, at any time at their Early Settlement Amount (as defined in Condition 9 (*Illegality*)), if the Issuer shall determine that any payment or deemed payment as determined for United States tax purposes with respect to the W&C Instruments or with respect to a direct or indirect hedging arrangement entered into by the Issuer or any of its Affiliates relating to the W&C Instruments may be treated as a dividend or "dividend equivalent" for United States tax purposes (such event being a **"U.S. Withholding Tax Event"**).

(B) Cancellation for Tax Compliance Reasons

The Issuer may, at its option, cancel the W&C Instruments, in whole or in part, at any time, at their Early Settlement Amount, if the Issuer determines in good faith that it has, or there is a substantial likelihood that it will, become subject to withholding imposed on a payment made to it on account of the Issuer's inability to comply with the reporting requirements imposed by the FATCA Provisions, provided that such inability to comply with the reporting requirements is attributable to non-compliance by any Holder of such W&C Instruments (or a foreign withholding agent (if any) in the chain of custody of payments made to the Holders) with the Issuer's requests for certifications or identifying information (such cancellation, a **"Cancellation for Tax Compliance Reasons"**). Upon a Cancellation for Tax Compliance Reasons, W&C Instruments held by compliant Holders, in addition to those held by non-compliant Holders, may be cancelled.

Notice of intention to cancel W&C Instruments will be given in accordance with Condition 12 (*Notices*) not less than 30 calendar days nor more than 60 calendar days prior to the date fixed for cancellation. Payment will be made in such manner as shall be notified to the Holders in accordance with Condition 12 (*Notices*).

9. Illegality

In the event that the Issuer determines in good faith that (i) the performance of the Issuer's obligations under the W&C Instruments or that any arrangements made to hedge the Issuer's obligations under the W&C Instruments or (ii) the performance by the Guarantor of any of its obligations under the MLBV/MLICo. Guarantee in respect of the W&C Instruments (except for Secured W&C Instruments to which the MLBV/MLICo. Guarantee does not apply), has or will become, in whole or in part, unlawful, illegal or otherwise contrary to any present or future law,

rule, regulation, judgment, order or directive of any governmental, administrative, legislative, judicial or regulatory authority or powers, or any change in the interpretation thereof that is applicable to the Issuer and/or (if applicable) the Guarantor, the Issuer may, at its discretion, cancel the W&C Instruments by giving notice to Holders in accordance with Condition 12 (*Notices*).

Should any one or more of the provisions contained in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels the W&C Instruments then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Holder in respect of each W&C Instrument or each Unit, as the case may be, held by such Holder, which amount shall be the fair market value of a W&C Instrument or Unit, as the case may be, notwithstanding such illegality less the cost to the Issuer and/or its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion (the "**Early Settlement Amount**"). Payment will be made in such manner as shall be notified to the Holders in accordance with Condition 12 (*Notices*).

10. **Repurchases**

The Issuer, (if applicable) the Guarantor or any of their Affiliates may purchase W&C Instruments at any time and from time to time outstanding W&C Instruments by tender in the open market or by private agreement. Such W&C Instruments may be held, reissued, resold or at the option of the Issuer or (if applicable) the Guarantor, surrendered to any W&C Instrument Agent for cancellation.

11. **Agents, Determinations, Modifications and Meeting Provisions**

(A) *W&C Instrument Agents and Registrar*

The names of the W&C Instrument Agents and the Registrar and their initial specified offices are as set out at the end of these Terms and Conditions.

The Issuer and (if applicable) the Guarantor are entitled to vary or terminate the appointment of any W&C Instrument Agent or the Registrar and/or to appoint additional or other W&C Instrument Agents or Registrars and/or approve any change in the specified office through which any W&C Instrument Agent or Registrar acts, provided that:

- (i) at all times there will be a Principal Instrument Agent and a Registrar (which, in the case of the Registrar, shall be an entity with a specified office outside of the United Kingdom);
- (ii) so long as any W&C Instruments are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be an W&C Instrument Agent, which may be the Principal Instrument Agent, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (iii) there will at all times be an W&C Instrument Agent (which may be the Principal Instrument Agent) in a jurisdiction within Europe other than any jurisdiction in which the Issuers or (if applicable) the Guarantor are incorporated;
- (iv) so long as any of the W&C Instruments are represented by a Rule 144A Global W&C Instrument held through DTC, there shall be a U.S. Instrument Agent; and
- (v) there shall at all times be a Calculation Agent.

Notice of any variation or termination of appointment and of any changes in the specified office of any W&C Instrument Agent or the Registrar will be given to Holders in

accordance with Condition 12 (*Notices*) provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such variation, termination or changes.

In acting under the English Law Agency Agreement, each W&C Instrument Agent and the Registrar acts solely as agent of the Issuer and (if applicable) the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders and any determinations and calculations by the W&C Instrument Agents or Registrar in respect of the W&C Instruments shall (save in the case of manifest or proven error) be final, conclusive and binding on the Issuer, (if applicable) the Guarantor and the Holders.

(B) *Calculation Agent*

In relation to each issue of W&C Instruments, the Calculation Agent (whether it be Merrill Lynch International, BofA Securities Europe SA or another entity) acts solely as agent of the Issuer and (if applicable) the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the W&C Instruments by the Calculation Agent shall be in its sole and absolute discretion (unless, in respect of the particular calculation or determination to be made, the Terms and Conditions provide that it shall be made in a "commercially reasonable manner"), in good faith, and shall (save in the case of manifest or proven error) be final, conclusive and binding on the Issuer, (if applicable) the Guarantor, the W&C Instrument Agents and the Holders. The Calculation Agent shall promptly notify the Issuer and the Principal Instrument Agent upon any such calculations and determinations, and (in the absence of wilful default, bad faith or manifest or proven error) no liability to the Issuer, (if applicable) the Guarantor, the W&C Instrument Agents or the Holders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a suitably competent third party of good standing as it deems appropriate.

(C) *Determinations by the Issuer*

Any determination made by the Issuer pursuant to these Terms and Conditions shall (save in the case of manifest or proven error) be final, conclusive and binding on the W&C Instrument Agents, the Registrar and the Holders.

(D) *Modifications and Meetings Provisions*

The English Law Agency Agreement contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Terms and Conditions of the W&C Instruments or any of the provisions of the English Law Agency Agreement. Such a meeting may be convened by the Issuer or (if applicable) the Guarantor and shall be convened by the Issuer if required in writing by the Holders holding not less than 33 per cent. (by number) of the W&C Instruments of the relevant Series for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons present and holding or representing in the aggregate not less than 50 per cent. (by number) of the W&C Instruments of the relevant Series for the time being unexercised, or at any adjourned meeting one or more persons present whatever the number of the W&C Instruments so held or represented by them, except that at any meeting the business of which includes the modification of certain provisions of the Terms and Conditions of the W&C Instruments (including modifying the Exercise Date, reducing or cancelling the Cash Settlement Amount or the Entitlement or the additional amount payable (if applicable) or altering the Cash Settlement Currency), the quorum shall be one or more persons present and holding or representing not less than two-thirds (by number) of the W&C Instruments of the relevant Series for the time being unexercised, or at any adjourned such meeting one or more persons present and holding

or representing not less than one-third (by number) of the W&C Instruments of the relevant Series for the time being unexercised. An Extraordinary Resolution passed at any meeting of the Holders shall be binding on all Holders, whether or not they are present at the meeting.

An Extraordinary Resolution may also be effected in writing signed or electronically approved using the systems or procedures in place from time to time at a relevant clearing system by or on behalf of all the Holders.

The relevant W&C Instrument Agents and each Issuer may agree, without the consent of the Holders, to:

- (a) any modification (except as mentioned above) of the W&C Instruments or English Law Agency Agreement which is not prejudicial to the interests of the Holders; or
- (b) any modification of the W&C Instruments or the English Law Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Holders and any such modification shall be notified to the Holders in accordance with Condition 12 (*Notices*) as soon as practicable thereafter.

12. Notices

- (a) In the case of W&C Instruments represented by a Global W&C Instrument, all notices to Holders shall be valid: (i) if delivered to each relevant Clearing System, for communication by them to the Holders; (ii) if and so long as the W&C Instruments are admitted to trading on, and listed on any stock exchange or are admitted to trading by another relevant authority, if delivered in accordance with the rules and regulations of the relevant stock exchange or other relevant authority; and (iii) as otherwise specified in the applicable Final Terms.

If the W&C Instruments are admitted to trading on the Luxembourg Stock Exchange's Euro MTF and listed on the Official List of the Luxembourg Stock Exchange, notices shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

- (b) In the case of Definitive W&C Instruments, notices to the Holders will be deemed to be validly given if posted to the Holders of such Definitive W&C Instruments at their respective addresses in the Register.

Any such notice shall be deemed to have been given: (i) in the case of W&C Instruments admitted to trading on the Luxembourg Stock Exchange's Euro MTF and listed on the Official List of the Luxembourg Stock Exchange, on the date of first publication, or where required to be published in more than one newspaper, on the date of the first publication in all required newspapers; (ii) in the case of W&C Instruments which are held through a Clearing System, on the day on which such notice is delivered to the relevant Clearing System; (iii) in the case of W&C Instruments which are not held through a Clearing System, on the second Business Day following such publication; (iv) or in the case of Definitive W&C Instruments, if sent by post, on the fourth weekday (being a day other than Saturday or Sunday) after the date of mailing.

13. Expenses and Taxation

- (a) A Holder of W&C Instruments must pay all taxes, duties and/or expenses, including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of such W&C Instruments and/or, if applicable, the delivery of the Entitlement pursuant to the terms of such W&C Instruments (together "**Expenses**").

- (b) The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any W&C Instrument by any person and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

14. Further Issues

The Issuer shall be at liberty from time to time without the consent of Holders to create and issue further W&C Instruments so as to be consolidated with and form a single Series with the outstanding W&C Instruments.

15. Substitution of the Issuer, Consolidation and Merger

(A) Substitution of the Issuer

The Issuer, or any previous substituted company or other entity, may, at any time, without the consent of the Holders, substitute for itself as principal obligor under the W&C Instruments any company or other entity (the "**Substitute**") being the Guarantor or any of its other subsidiaries, subject to:

- (i) (except in the case of the substitution of the Guarantor), the W&C Instruments (other than the Secured W&C Instruments) being guaranteed by the Guarantor on the same terms, *mutatis mutandis*, as the W&C Instruments (other than the Secured W&C Instruments);
- (ii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the W&C Instruments represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and are in full force and effect;
- (iii) the Substitute shall have become party to the English Law Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;
- (iv) the Substitute and the Issuer shall have obtained legal opinions from independent legal advisers of recognised standing in the country of incorporation or other form of organisation of the Substitute, and (if the Guarantor is not the Substitute and other than in respect of Secured W&C Instruments) the States of Delaware and New York and England, that the obligations of the Substitute and (if the Guarantor is not the Substitute and other than in respect of Secured W&C Instruments) the Guarantor are legal, valid and binding obligations, that all consents and approvals as aforesaid have been obtained;
- (v) the Issuer shall have given at least 30 calendar days' prior notice of the date of such substitution to the Holders in accordance with Condition 12 (*Notices*);
- (vi) each stock exchange or market on which the W&C Instruments are listed or admitted to trading shall have confirmed that, following the proposed substitution by the Substitute, the W&C Instruments will continue to be listed or admitted to trading on such stock exchange(s) or such market(s), as the case may be; and
- (vii) if appropriate, the Substitute shall have appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Instruments.

(B) Consolidation or Merger

The Issuer or (if applicable) the Guarantor may not consolidate with, or sell or convey all or substantially all of its assets to, or merge with or into any other entity, other than in the case of the Guarantor, a sale or conveyance of all or substantially all of its assets to one or more Subsidiaries (as defined below), unless (a) in the case of the Issuer, either

the Issuer shall be the continuing company, or the successor entity (if other than the Issuer) shall expressly assume the due and punctual payment of all amounts or delivery of all assets, as the case may be, payable or deliverable, as applicable, with respect to the W&C Instruments, according to their tenor, and the due and punctual performance and observance of all of the obligations under the Conditions to be performed by the Issuer by an amendment to the English Law Agency Agreement executed by, *inter alios*, such successor entity, the Guarantor and the Principal Instrument Agent, and (b) in the case of the Guarantor and, with respect to W&C Instruments other than Secured W&C Instruments, the Guarantor shall be the continuing company, or the successor entity (if other than the Guarantor) shall be organised and existing under the laws of the United States or a state thereof or the District of Columbia and such successor entity shall expressly assume (i) the due and punctual payment of all amounts or delivery of all assets, as the case may be, payable or deliverable, as applicable, with respect to the MLBV/MLICo. Guarantee by the execution of a new guarantee of like tenor. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the Issuer or (if applicable) the Guarantor, as the case may be, with the same effect as if it had been named herein as the Issuer or (if applicable) the Guarantor, as the case may be, and the Issuer or (if applicable) the Guarantor, as the case may be, except in the event of a conveyance by way of lease, shall be relieved of any further obligations under the Conditions, the English Law Agency Agreement and (if applicable) the MLBV/MLICo. Guarantee, as applicable.

"**Subsidiary**" means any entity of which more than 50% of the voting power of the outstanding ownership interests (excluding ownership interests entitled to voting power only by reason of the happening of a contingency) shall at the time be owned, directly or indirectly, by the Guarantor, or one or more Subsidiaries, or by the Guarantor and one or more Subsidiaries. For this purpose, "**voting power**" means power to vote in an ordinary election of directors (or, in the case of an entity that is not a corporation, ordinarily to appoint or approve the appointment of entities holding similar positions).

(C) *Transfer Upon Insolvency*

Nothing in this Condition 15 (*Substitution of the Issuer, Consolidation and Merger*) shall prohibit the transfer of the MLBV/MLICo. Guarantee or any interest or obligation of the Guarantor in or under the MLBV/MLICo. Guarantee to another entity as transferee as part of the resolution, restructuring, or reorganisation of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution, or similar proceeding.

16. **Governing Law and Submission to Jurisdiction**

(A) *Governing law*

The W&C Instruments, Global W&C Instruments, Definitive W&C Instruments, the English Law Agency Agreement and the W&C Instruments Deed of Covenant and any non-contractual obligations arising out of the W&C Instruments, Global W&C Instruments, Definitive W&C Instruments, the English Law Agency Agreement and the W&C Instruments Deed of Covenant (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to the W&C Instruments, Global W&C Instruments, Definitive W&C Instruments, the English Law Agency Agreement and the W&C Instruments Deed of Covenant or their respective formation) shall be governed by, and construed in accordance, with English law.

The MLBV/MLICo. Guarantee is governed by, and shall be construed in accordance with, the laws of the State of New York, United States, applicable to agreements made and to be performed wholly within such jurisdiction without regard to principles of conflicts of laws.

(B) *Submission to jurisdiction*

In relation to any legal action or proceedings arising out of or in connection with the W&C Instruments and the Global W&C Instruments ("**Proceedings**"), the courts of England have exclusive jurisdiction and the Issuer and the Holders submit to the exclusive jurisdiction of the English courts. The Issuer and the Holders waive any objection to Proceedings in the English courts on the grounds of venue or that the Proceedings have been brought in an inconvenient forum.

For greater certainty, the Guarantor has not submitted to the jurisdiction of the English courts in the MLBV/MLICo. Guarantee, and claims under the MLBV/MLICo. Guarantee are required to be instituted in the courts of the State of New York or the courts of the United States of America located in the Borough of Manhattan in the City and State of New York, United States.

(C) *Express Acknowledgement of the U.S. Special Resolution Regimes*

In the event the Issuer, the Guarantor or, in respect of Secured Instruments, the Secured Instruments Collateral Provider, becomes subject to a proceeding under the U.S. Federal Deposit Insurance Act or Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (each, a "**U.S. Special Resolution Regime**"), the transfer of the Instruments and/or the MLBV/MLICo. Guarantee (together, the "**Relevant Obligations**"), and the transfer of any interest and obligation in or under, and any property securing, the Relevant Obligations, from the Issuer, the Guarantor or, in respect of Secured Instruments, the Secured Instruments Collateral Provider, respectively, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if the Relevant Obligations, and any interest and obligation in or under, and any property securing, the Relevant Obligations, were governed by the laws of the United States or a state of the United States. In the event the Issuer, the Guarantor or, in respect of Secured Instruments, the Secured Instruments Collateral Provider, or any of their affiliates (as such term is defined in, and interpreted in accordance with, 12 U.S.C. § 1841(k)) becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Issuer, the Guarantor or, in respect of Secured Instruments, the Secured Instruments Collateral Provider, with respect to the Relevant Obligations are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if the Relevant Obligations were governed by the laws of the United States or a state of the United States. For purposes of this paragraph, "default right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. § 252.81, 12 C.F.R. § 382.1 and 12 C.F.R. § 47.1, as applicable.

(D) *Appointment of Process Agent*

Each Issuer hereby appoints Bank of America, National Association, London Branch currently at 2 King Edward Street, London EC1A 1HQ (Att: General Counsel EMEA) as its agent in England to receive service of process in any Proceedings in England. If for any reason such process agent ceases to act as such or no longer has an address in England, each Issuer agrees to appoint a substitute process agent and to notify the Holders of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17. **Adjustments for European Economic and Monetary Union**

The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with Condition 12 (*Notices*):

- (a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the W&C Instruments shall be redenominated in euro.

The election will have effect as follows:

- (i) where the Settlement Currency of the W&C Instruments is the National Currency Unit of a country which is participating in the third stage of European Economic

and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Calculation Agent may decide and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the W&C Instruments will be made solely in euro as though references in the W&C Instruments to the Settlement Currency were to euro;

- (ii) where the Exchange Rate and/or any other terms of these Terms and Conditions are expressed in or, in the case of the Exchange Rate, contemplate the exchange from or into, the currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and/or any other terms of these Terms and Conditions shall be deemed to be expressed in or, in the case of the Exchange Rate, converted for or, as the case may be into, euro at the Established Rate; and
 - (iii) such other changes shall be made to these Terms and Conditions as the Issuer may decide, in its sole and absolute discretion to conform them to conventions then applicable to instruments expressed in euro; and/or
- (b) require that the Calculation Agent make such adjustments to the Multiplier and/or, in the case of Warrants, the Exercise Price and/or any other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent, in its sole discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on the Multiplier and/or, in the case of Warrants, the Exercise Price and/or such other terms of these Terms and Conditions.

Notwithstanding the foregoing, none of the Issuer, any of its Affiliates or agents, the Calculation Agent, any W&C Instrument Agent and the Registrar shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

In this Condition, the following expressions have the following meanings:

"Adjustment Date" means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls on or after the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to first sentence of Article 109(4) of the Treaty;

"euro" means the lawful single currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time);

"National Currency Unit" means the unit of the currency of a country, as those units are defined on the date on which the country of the Original Currency first participates in European Economic and Monetary Union; and

"Treaty" means the treaty establishing the European Community, as amended from time to time.

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

The W&C Instruments do not confer on any third party any rights under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of the W&C Instruments, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

19. **Determination of Rate Reference Items**

If so specified in the applicable Final Terms, amounts payable or any determination required to be made in respect of a Series of W&C Instruments may be determined directly or indirectly by reference to BBSW, TORF, the EUR EURIBOR ICE Swap Rate®, the GBP SONIA ICE Swap Rate®, the U.S. Dollar SOFR ICE Swap Rate®, the Tokyo Swap Rate (for swaps referencing TONA) or TONA TSR, the KRW CMS Rate, a Constant Maturity Swap Rate, Compounded Daily SOFR, Compounded Daily SONIA, Compounded Daily TONA, SOFR, SONIA and/or TONA (each as defined in Annex 17 and, together, the **"Rate Reference Items"**). In such case, unless otherwise specified in the applicable Final Terms, the applicable Rate Reference Item(s) set forth in the applicable Final Terms will be determined, with respect to the applicable Series of W&C Instruments, in accordance with the Additional Note Conditions that are specified in Annex 17 and/or the applicable Final Terms to be applicable to the applicable Rate Reference Items(s) and W&C Instruments with payments that are to be determined by reference thereto, as and subject to completion and/or amendment in the applicable Final Terms.

20. **Terms applicable to Warrants only**

Conditions 21 (*Definitions (Warrants)*), 22 (*Form of Warrants*), 23 (*Style and Title (Warrants)*), 24 (*Exercise Rights (Warrants)*), 25 (*Exercise Procedure (Warrants)*) and 26 (*Additional Amounts*) apply to Warrants only.

21. **Definitions (Warrants)**

For the purposes of the Warrants:

"Exercise Business Day" means a day that is a Business Day and, in the case of an Index Linked Warrant or Share Linked Warrant, a Scheduled Trading Day.

"Exercise Period" has the meaning given in the applicable Final Terms.

"Expiration Date" means the last Exercise Business Day of the Exercise Period.

"Index Linked Warrant" means a Warrant relating to a specified index or a basket of indices.

"In-The-Money" means:

- (a) in the case of a Cash Settled Warrant, the Cash Settlement Amount in respect of such Warrant is greater than zero; and
- (b) in the case of a Physical Delivery Warrant, the value of the Entitlement on the Actual Exercise Date for such Warrant is greater than the Exercise Price as determined by the Calculation Agent.

"Physical Delivery Warrant" means a Warrant redeemed by physical delivery; and

"Share Linked Warrant" means a Warrant relating to a specified share or a basket of shares.

22. **Form of Warrants**

If the Warrants are to be issued into and transferred through accounts at Euroclear and Clearstream, Luxembourg, and are not eligible for sale in the United States or to, or for the account or benefit of, U.S. persons, such Series of Warrants will on issue be constituted by a global registered warrant (the **"Euroclear/CBL Global Registered Warrant"**), which will be deposited with, and registered in the name of the nominee of, the Common Depositary.

The Euroclear/CBL Global Registered Warrants are referred to herein as the **"Global Warrants"** and each a **"Global Warrant"**.

Euroclear/CBL Global Registered Warrants will be exchangeable in whole, but not in part, for individual warrant certificates:

- (a) on the expiry of such period of notice as may be specified in the applicable Final Terms; or
- (b) at any time, if so specified in the applicable Final Terms; or
- (c) if the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available; or
- (d) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Warrants held in definitive form.

Whenever the Euroclear/CBL Global Registered Warrant is to be exchanged for individual warrant certificates, such individual warrant certificates shall be issued in equal number to the number of Warrants represented by the Global Warrant within five Business Days of the delivery, by or on behalf of the registered holder of the Euroclear/CBL Global Registered Warrant to the Principal Warrant Agent of such information as is required to complete and deliver such individual warrant certificates (including, without limitation, the names and addresses of the persons in whose names the individual warrant certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Euroclear/CBL Global Registered Warrant at the specified office of the Principal Warrant Agent.

Such exchange will be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Warrants scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Warrant Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) individual warrant certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth calendar day after they are due to be issued and delivered in accordance with the terms of the Euroclear/CBL Global Registered Warrant; or
- (b) the date for final settlement of the Warrants has occurred and payment in full of all amounts due has not been made to the Holder of the Euroclear/CBL Global Registered Warrant on the due date for payment in accordance with the terms of the Euroclear/CBL Global Registered Warrant,

then the Euroclear/CBL Global Registered Warrant (including the obligation to deliver individual warrant certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the holder of the Euroclear/CBL Global Registered Warrant will have no further rights thereunder (but without prejudice to the rights which the holder of the Euroclear/CBL Global Registered Warrant or others may have under the W&C Instruments Deed of Covenant). Under the W&C Instruments Deed of Covenant, each Holder is entitled to exercise or enforce in respect of each Warrant held by him, the rights and obligations attaching to the relevant Warrant as set out in, and subject to, the W&C Instruments Deed of Covenant, the Conditions and the applicable Final Terms issued in respect of such Warrants.

23. **Style and Title (Warrants)**

(A) *Style*

The applicable Final Terms will indicate whether the Warrants are American style Warrants ("**American Style Warrants**") or European style Warrants ("**European Style Warrants**") or such other type as may be specified in the applicable Final Terms and whether automatic exercise ("**Automatic Exercise**") applies to the Warrants or such other type as may be specified in the applicable Final Terms and whether the Warrants

may only be exercised in Units. If Units are specified in the applicable Final Terms, Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

(B) *Definitive Registered Warrants*

(i) *Transfers of Definitive Registered Warrants*

Transfers of Definitive Registered Warrants are effected upon (i) the surrender (at the specified office of the Principal Warrant Agent) of the individual warrant certificates representing such Definitive Registered Certificates to be transferred, together with the form of transfer (which shall be available at the specified office of the Principal Warrant Agent) endorsed on such individual warrant certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Principal Warrant Agent may reasonably require, (ii) the recording of such transfer in the Register and (iii) the issuance of a new individual warrant certificate to the transferee.

(ii) *Part Transfer of Definitive Registered Warrants*

In the case of a transfer of part only of a holding of a Definitive Registered Warrant represented by one individual warrant certificate a new individual warrant certificate shall be issued to the transferee in respect of the part transferred and a further new individual certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(C) *Delivery of New Individual Warrant Certificates*

Each new individual warrant certificate to be issued pursuant to this Condition 23 (*Style and Title (Warrants)*) shall be available for delivery within three Business Days of receipt of the form of transfer and surrender of the individual warrant certificate for exchange. Delivery of the new individual warrant certificate(s) shall be made at the specified office of the Principal Warrant Agent, to whom delivery or surrender of such request for exchange, form of transfer, or individual warrant certificate shall have been made or, at the option of the Holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new individual warrant certificate to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Principal Warrant Agent, the costs of such other method of delivery and/or such insurance as it may specify.

(D) *Closed Periods in respect of Definitive Registered Warrants*

No Holder may require the transfer of a Definitive Registered Warrant to be registered:

- (i) during the period of 15 calendar days before any date on which Warrants may be called for automatic exercise by the Issuer at its option pursuant to Condition 24(D) (*Issuer Call Option*);
- (ii) after any such Warrant has been called for automatic exercise, cancellation or settlement; or
- (iii) during the period of seven calendar days ending on (and including) any Record Date and/or Additional Amount Payment Record Date.

(E) *Exchange Free of Charge*

Exchange and transfer of Warrants on registration, transfer, automatic exercise, settlement, cancellation or exercise of an option (as applicable) shall be effected without charge by or on behalf of the Issuer or the Principal Warrant Agent, as applicable, but

upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Principal Warrant Agent may require).

24. **Exercise Rights (Warrants)**

(A) *Exercise Period*

(a) American Style Warrants

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period.

If Automatic Exercise is not specified in the applicable Final Terms, in the case of Warrants represented by a Global Warrant, any such American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 25 (*Exercise Procedure (Warrants)*), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date, shall become void.

If Automatic Exercise is specified in the applicable Final Terms, in the case of Warrants represented by a Global Warrant, any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25 (*Exercise Procedure (Warrants)*), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date and which is in the determination of the Calculation Agent "In-The-Money" shall be automatically exercised on the Expiration Date, but payment or delivery of the Entitlement is subject to the delivery of a duly completed Exercise Notice as set forth in Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*). In such event, the provisions of Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*) shall apply.

In the case of Warrants represented by a Global Warrant, the Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m., Brussels or Luxembourg time (as appropriate), to Euroclear or Clearstream, Luxembourg, as the case may be, and, a copy thereof is delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent, in each case as provided in Condition 25 (*Exercise Procedure (Warrants)*), or, if Automatic Exercise is specified in the applicable Final Terms and the Warrants are automatically exercised on the Expiration Date as provided above, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is received by Euroclear or Clearstream, Luxembourg, as the case may be, or if a copy thereof is delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent, in each case, after 10.00 a.m., Brussels or Luxembourg time (as appropriate), on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 25 (*Exercise Procedure (Warrants)*) at or prior to 10.00 a.m. Brussels or Luxembourg (as appropriate) on the Expiration Date shall (i) if Automatic Exercise is not specified in the applicable Final Terms, become void or (ii) if Automatic Exercise is specified in the applicable Final Terms, be automatically exercised or expire on the Expiration Date as provided above and in Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*).

The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Expiration Date in accordance with this provision.

(b) European Style Warrants other than Credit Linked Warrants

European Style Warrants are only exercisable on the Exercise Date.

In the case of Warrants represented by a Global Warrant, if Automatic Exercise is not specified in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25 (*Exercise Procedure (Warrants)*), at or prior to 10.00 a.m., Brussels or Luxembourg time (as appropriate) on the Actual Exercise Date, shall become void. If Automatic Exercise is specified in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25 (*Exercise Procedure (Warrants)*), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Actual Exercise Date and which is in the determination of the Calculation Agent "In-The-Money", shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*) shall apply.

The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Actual Exercise Date in accordance with this provision.

(c) Credit Linked Warrants

Credit Linked Warrants shall be automatically exercised on the Long Exercise Date or the Short Exercise Date (as the case may be) in accordance with Credit Linked W&C Instruments Condition 3.

(B) *Cash Settlement*

In the case of Warrants which are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date the Cash Settlement Amount.

(C) *Physical Settlement*

If the Warrants are Physical Delivery Warrants (except for Rule 144A Warrants), each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its holder, upon due exercise, and, subject to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date the Entitlement or, in the case of Credit Linked Warrants, Delivery of the Deliverable Obligations comprising the Entitlement, subject to payment of the relevant Exercise Price, if any, and any other Expenses or sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms.

Unless otherwise specified in the applicable Final Terms, Warrants or Units, as the case may be, exercised at the same time by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants or Units, as the case may be, provided that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Holder.

Following exercise of a Share Linked Warrant or an Index Linked Warrant which is a Physical Delivery Warrant, all dividends on the relevant Shares or Fund Shares (as the case may be) to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or Fund Shares (as the case may be) executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Shares or Fund Shares (as the case may be). Any such dividends to be paid

to a Holder will be paid to the account specified by the Holder in the relevant Exercise Notice as referred to in Condition 25(A)(a)(2)(v).

All references in this Condition to "Brussels or Luxembourg time" shall, where W&C Instruments are cleared through an additional or alternative clearing system, be deemed to refer as appropriate to the time in the city where the relevant clearing system is located.

(D) *Issuer Call Option*

If Issuer Call Option is specified as applicable in the applicable Final Terms, the Issuer, having given not less than 10 nor more than 60 calendar days' notice (or such other Issuer Call Option Notice Period as is set out in the applicable Final Terms) to the Holders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), may elect that all (but not less than all) of the Warrants will be automatically exercised on the Call Option Date. If Call Option Cash Settlement is specified as applicable in the applicable Final Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Final Terms (a) if the Warrants are not Cash Settled Warrants, the Warrants shall be deemed to be Cash Settled Warrants and (b) the Cash Settlement Amount shall be the Call Option Cash Settlement Amount specified in the applicable Final Terms.

If the Warrants are automatically exercised on the Call Option Date, (i) the Call Option Date shall be deemed to be the Expiration Date (in the case of American Style Warrants) or the Exercise Date (in the case of European Style Warrants), (ii) the provisions of Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*) shall apply, (iii) the provisions of Conditions 25(C) shall apply and (iv) the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Call Option Date in accordance with this provision.

(E) *Mandatory Early Exercise*

If Mandatory Early Exercise is specified as applicable in the applicable Final Terms and a Mandatory Early Exercise Event occurs, all (but not less than all) of the Warrants will be automatically exercised on the Mandatory Early Exercise Date. If Mandatory Early Exercise Cash Settlement is specified as applicable in the applicable Final Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Final Terms (a) if the Warrants are not Cash Settled Warrants, the Warrants shall be deemed to be Cash Settled Warrants and (b) the Cash Settlement Amount shall be the Mandatory Early Exercise Cash Settlement Amount specified in the applicable Final Terms, which shall be payable on the Mandatory Early Exercise Cash Settlement Date.

If the Warrants are automatically exercised on the Mandatory Early Exercise Date, (i) the Mandatory Early Exercise Date shall be deemed to be the Expiration Date (in the case of American Style Warrants) or the Exercise Date (in the case of European Style Warrants), (ii) the provisions of Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*) shall apply, (iii) the provisions of Conditions 25(C) shall apply and (iv) the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Mandatory Early Exercise Date in accordance with this provision.

25. **Exercise Procedure (Warrants)**

(A) *Exercise Notices*

(a) Warrants represented by a Euroclear/CBL Global Registered Warrant

Subject as provided in Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*), Warrants represented by a Euroclear/CBL Global Registered Warrant may only be exercised by the sending of an authenticated instruction by SWIFT message or by any other authorised communication channel, in accordance with Euroclear and/or Clearstream, Luxembourg's rules

and operating procedures (an "**Exercise Notice**") which includes the information set out in the English Law Agency Agreement (copies of which are available for viewing and can be obtained during normal business hours at the specified offices of the relevant W&C Instrument Agents) to Euroclear or Clearstream, Luxembourg, as the case may be in accordance with the provisions of Condition 24 (*Exercise Rights (Warrants)*) and this Condition. Euroclear and Clearstream, Luxembourg will send copies of any Exercise Notices so received to the Principal Warrant Agent and the Principal Warrant Agent will send such copies to Merrill Lynch International or BofA Securities Europe SA (as applicable).

- (1) In the case of Cash Settled Warrants, the Exercise Notice shall, unless otherwise agreed:
 - (i) specify the ISIN of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
 - (ii) specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with the Warrants being exercised;
 - (iii) irrevocably instruct Euroclear or Clearstream, Luxembourg, as the case may be, to debit on or before the Settlement Date the Holder's account with the Warrants being exercised;
 - (iv) specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised and include an authorisation for Euroclear or Clearstream, Luxembourg to disclose such number of the Holder's account to the Principal Warrant Agent;
 - (v) where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and
 - (vi) authorise the production of such Exercise Notice in applicable administrative or legal proceedings, all as provided in the English Law Agency Agreement.
- (2) In the case of Physical Delivery Warrants, the Exercise Notice shall:
 - (i) specify the ISIN of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
 - (ii) specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with the Warrants being exercised;
 - (iii) irrevocably instruct Euroclear or Clearstream, Luxembourg, as the case may be, to debit on or before the Settlement Date the Holder's account with the Warrants being exercised;
 - (iv) irrevocably instruct Euroclear or Clearstream, Luxembourg, to debit on the Actual Exercise Date a specified account of the Holder with Euroclear or Clearstream, Luxembourg, as the case may be, with the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be, (together with any other amounts payable);

- (v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Holder's account with Euroclear or Clearstream, Luxembourg, as the case may be, to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event and the Issuer electing to pay the Disruption Cash Settlement Price or the occurrence of a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Failure to Deliver Settlement Price as applicable, or in respect of any Partial Cash Settlement Amount;
- (vi) in the case of FX Linked Warrants only, specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be credited with the amount due upon exercise of the Warrants;
- (vii) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person, such Warrants were not held on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and
- (viii) authorise the production of such Exercise Notice in any applicable administrative or legal proceedings,

all as provided in the English Law Agency Agreement.

- (3) If Condition 5(C) applies, the information required to be provided in the Exercise Notice will be different from that set out above. Copies of such information required for this Exercise Notice may be obtained from Euroclear, Clearstream, Luxembourg and the relevant W&C Instrument Agents.
- (4) If Automatic Exercise is specified in the Final Terms, an Exercise Notice is not required for Cash Settled Warrants provided that such Warrants are not Rule 144A Warrants.

(b) Irrevocable Election

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Holder may not transfer such Warrants.

(B) *Verification of the Holder*

In the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, upon receipt of a valid Exercise Notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person exercising the Warrants is the holder thereof according to the books of Euroclear or Clearstream, Luxembourg, as the case may be. Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Warrant Agent and, in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, the Registrar, the ISIN and the amount of

Warrants being exercised, the account number of the exercising Holder, a confirmation of the exercising Holder's certification (in the case of Physical Delivery Warrants) and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for the delivery of the Entitlement in respect of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Principal Warrant Agent will inform the Issuer and, in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, the Registrar. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before the Settlement Date debit the account of the relevant Holder with the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Euroclear/CBL Global Registered Warrant, the Common Depositary will, on the instructions of, and on behalf of, the Principal Warrant Agent, note such exercise on the Schedule to such Euroclear/CBL Global Registered Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

(C) *Settlement*

(a) Cash Settled Warrants

In the case of Warrants represented by a Global Warrant, the Issuer or, failing the Issuer and, with respect to Warrants other than Secured W&C Instruments, the Guarantor, through the relevant W&C Instrument Agent, shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the Holder's account specified in the relevant Exercise Notice (or, if an Exercise Notice is not required, to the Holder's account specified in the Euroclear and/or Clearstream's records) for value on the Settlement Date less any Expenses not already paid.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

(b) Physical Delivery Warrants

Subject to payment of the aggregate Exercise Prices, if any, and payment of any Expenses with regard to the relevant Warrants or Units, as the case may be, the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement, or, in the case of Credit Linked Warrants, Deliver, or procure the Delivery of the Deliverable Obligations comprising the Entitlement, for each duly exercised Warrant or Unit, as the case may be, pursuant to the details specified in the Exercise Notice subject as provided in Condition 24(C).

Unless otherwise specified in the applicable Final Terms, the Entitlement will be evidenced by the delivery of the Entitlement to the securities account with such clearing system (the "**Physical Delivery Clearing System**") or in such other manner as shall have been specified by the Holder in the relevant Exercise Note. The Issuer, Guarantor and Calculation Agent shall be under no obligation to register or procure the registration of a Holder in the register of members/holders of the Share Company or Fund (as the case may be).

Unless otherwise specified in the applicable Final Terms, the Entitlement will be delivered to such securities account with such Physical Delivery Clearing System or in such other manner as shall have been specified by the Holder in the relevant Exercise Notice, provided that, if, in the opinion of the Issuer, delivery of the Entitlement to the Holder in the manner specified by the Holder or through the Physical Delivery Clearing System specified by the Holder is not commercially reasonable, the Issuer shall deliver the Entitlement to the Holder through a clearing system which the Issuer determines to be commercially reasonable for such delivery and references to "Physical Delivery Clearing System" shall be deemed to be references to such clearing system selected by the Issuer. For the avoidance of doubt, the Issuer or the Guarantor will be fully discharged of any

and all obligations with respect to delivery of the Entitlement by making delivery in the manner specified by the Holder in the relevant Exercise Notice.

(D) *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall, in the case of Warrants represented by a Global Warrant, be made by the Principal Warrant Agent or, in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent and shall be conclusive and binding on the Issuer, the relevant W&C Instrument Agents and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not sent to Merrill Lynch International or BofA Securities Europe SA, as the case may be, by the Principal Warrant Agent, immediately after being delivered or sent to Euroclear and/or Clearstream, Luxembourg, as the case may be, shall be null and void.

If such Exercise Notice is subsequently corrected to the satisfaction of the Principal Warrant Agent or, in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, Euroclear or Clearstream, Luxembourg in consultation with the Principal Warrant Agent it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to Euroclear or Clearstream or Luxembourg, as the case may be, with a copy to the Principal Warrant Agent, in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant, and Merrill Lynch International or BofA Securities Europe SA, as the case may be.

If Automatic Exercise is not specified in the applicable Final Terms, any Warrants with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in Condition 24(A)(a), in the case of American Style Warrants, or Condition 24(A)(b), in the case of European Style Warrants, shall become void.

Euroclear and/or Clearstream, Luxembourg, as the case may be, shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with the Principal Warrant Agent, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, the W&C Instrument Agents, Euroclear and/or Clearstream, Luxembourg shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

(E) *Automatic Exercise*

This paragraph only applies to Warrants (i) if Automatic Exercise is specified in the applicable Final Terms and the Warrants are automatically exercised as provided in Condition 24(A)(a), Condition 24(A)(b) or Condition 24(A)(c) or (ii) the Warrants are automatically exercised pursuant to Condition 24(D).

Except as provided below in the last paragraph of this Condition 25(E), in order to receive the Cash Settlement Amount, if the Warrants are Cash Settled Warrants, or the Entitlement, if the Warrants are Physical Delivery Warrants, in respect of a Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be, the relevant Holder must in the case of Warrants represented by a Euroclear/CBL Global Registered Warrant send a duly completed Exercise Notice to Euroclear or Clearstream, Luxembourg, as the case may be on any Business Day until not later than 10.00 a.m., Brussels or Luxembourg time (as appropriate), on the day (the "**Cut-Off Date**") falling 180 calendar days after (i) the Expiration Date, in the case of American Style Warrants, (ii) the Actual Exercise Date, in the case of European Style Warrants other than Credit Linked Warrants and (iii) the Credit Cut-Off Date, in the case of Credit Linked Warrants. The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 25(A)(a). The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-Off Date

on which an Exercise Notice is delivered to Euroclear, Clearstream, Luxembourg, as the case may be, and a copy thereof delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, by the Principal Warrant Agent, is referred to in this Condition as the "**Exercise Notice Delivery Date**", provided that if the Exercise Notice is delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and a copy thereof delivered to the Principal Warrant Agent at or after 10.00 a.m., Brussels, Luxembourg or London time (as appropriate) on a Business Day, the Exercise Notice Delivery Date shall be deemed to be the next succeeding Business Day.

Subject to the relevant Holder performing its obligations in respect of the relevant Warrant or Unit, as the case may be, in accordance with these Terms and Conditions, the Settlement Date for such Warrants or Units, as the case may be, shall be (i) in the case of Cash Settled Warrants, the fourth Business Day following the Exercise Notice Delivery Date and (ii) in the case of Physical Delivery Warrants and subject to Conditions 5(B) and 5(C), the fourth Settlement Business Day following the Exercise Notice Delivery Date. In the event that a Holder does not so deliver an Exercise Notice in accordance with this Condition prior to 10.00 a.m. Brussels, Luxembourg or London time (as appropriate) on the Cut-Off Date, such Warrants shall expire worthless, and the Issuer's obligations in respect of such Warrants and, with respect to Warrants other than Secured W&C Instruments, the Guarantor's obligations in respect of the MLBV/MLCo. Guarantee shall be discharged and no further liability in respect thereof shall attach to the Issuer or (if applicable) the Guarantor.

Notwithstanding the foregoing, an Exercise Notice is not required in the case of Cash Settled Warrants if Automatic Exercise is specified in the applicable Final Terms in order to receive the Cash Settlement Amount, provided that the Warrants are not Rule 144A Warrants.

(F) *Minimum and Maximum Number of Warrants Exercisable*

(a) American Style Warrants

This paragraph (a) applies only to American Style Warrants:

- (i) The number of Warrants exercisable by any Holder on any Actual Exercise Date, as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.
- (ii) If the Issuer determines that the number of Warrants being exercised on any Actual Exercise Date by any Holder or a group of Holders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the "**Quota**"), the Issuer may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding Exercise Business Days until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of Warrants are exercised on the same day by Holder(s), the order of settlement in respect of such Warrants shall be at the sole discretion of the Issuer.

(b) European Style Warrants

This paragraph (b) applies only to European Style Warrants:

The number of Warrants exercisable by any Holder on any Exercise Date as determined by the Issuer must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and be of no effect.

26. **Additional Amounts**

(A) *Calculation of Additional Amounts*

If so specified in the applicable Final Terms, each Warrant pays additional amounts from and including the Issue Date at the Additional Amount Rate payable in arrear on each Additional Amount Payment Date.

The additional amount payable in respect of each Warrant on each Additional Amount Payment Date will amount to the Additional Amount for the Additional Amount Period ending on (but excluding) such Additional Amount Payment Date.

If an additional amount is required to be calculated for a period ending other than on (but excluding) an Additional Amount Payment Date, it will be calculated on the basis of the number of calendar days from and including the most recent Additional Amount Payment Date (or, if none, the Issue Date) to but excluding the relevant payment date and the Additional Amount Rate Day Count Fraction.

(B) *Accrual of Additional Amounts*

Each Warrant will cease to accrue additional amounts from and including the Additional Amount Cut-Off Date or, if earlier, the date on which the Warrants are cancelled (the "**Cancellation Date**"), if applicable, in accordance with these Terms and Conditions unless payment of the amount and/or delivery of any Entitlement due on the Settlement Date or Cancellation Date, as the case may be, is improperly withheld or refused or unless default is otherwise made in respect of the payment or delivery in which case additional amount(s) shall accrue from the date such amount or delivery of such Entitlement was due until such amount or delivery of such Entitlement is paid or delivered, as the case may be provided that:

- (a) if "**Accrual of Additional Amounts upon Credit Event**" is specified as not applicable in the applicable Final Terms, each Warrant shall cease to accrue additional amount from the Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, immediately preceding the Event Determination Date, or if the Event Determination Date is an Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, such date (or, in the case of the Event Determination Date falling on or after the Actual Exercise Date (which is an Additional Amount Payment Date), the Additional Amount Payment Date immediately preceding the Actual Exercise Date or, if applicable, the Additional Amount Cut-Off Date corresponding to such Additional Amount Payment Date) or, if the Event Determination Date falls prior to the first Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, no additional amount shall accrue on the Warrants; or
- (b) if "**Accrual of Additional Amounts upon Credit Event**" is specified as being applicable in the applicable Final Terms, each Warrant shall cease to accrue additional amounts from the Event Determination Date.

For the avoidance of doubt, no additional amount on the Warrants shall accrue beyond the Exercise Date in the event that delivery of any Entitlement is postponed due to the occurrence of a Settlement Disruption Event.

(C) *Payment of Additional Amounts*

Where the Warrants pay additional amounts as specified in the applicable Final Terms, subject as provided below, the Issuer or failing the Issuer, the Guarantor shall pay or cause to be paid the Additional Amount for each Warrant in respect of each Additional Amount Payment Date by credit or transfer to the Holder's account with the relevant Clearing System for value on the relevant Additional Amount Payment Date, such payment to be made in accordance with the rules of the relevant Clearing System.

The Issuer or the Guarantor, as applicable, will be discharged by payment to, or to the order of, the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular amount of the Warrants must look solely to such Clearing System for his share of each such payment so made to, or to the order of, the relevant Clearing System.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

(D) *Definitions*

"30/360 (Floating)" or **"30/360"** or **"360/360"** or **"Bond Basis"** means the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"D₁" is the first calendar day, expressed as a number, of the Additional Amount Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.

"30E/360" or **"Eurobond Basis"** means the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"D₁" is the first calendar day, expressed as a number, of the Additional Amount Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless such number would be 31, in which case D₂ will be 30.

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

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"D₁" is the first calendar day, expressed as a number, of the Additional Amount Period, unless (a) that day is the last day of February or (b) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless (a) that day is the last day of February but not the Exercise Date or (b) such number would be 31, in which case D₂ will be 30.

"**Actual/360**" means the actual number of days in the Additional Amount Period divided by 360.

"**Actual/Actual (ISDA)**" means the actual number of days in the Additional Amount Period divided by 365 (or, if any portion of that Additional Amount Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Additional Amount Period falling in a leap year divided by 366; and (b) the actual number of days in that portion of the Additional Amount Period falling in a non-leap year divided by 365).

"**Actual/365 (Fixed)**" means the actual number of days in the Additional Amount Period divided by 365.

"**Additional Amount**" means, in respect of each Warrant and each Additional Amount Period, an amount (which shall never be less than zero) calculated by the Calculation Agent as follows:

Notional Amount per Warrant x Additional Amount Rate x Additional Amount Rate Day Count Fraction.

"Additional Amount Period" means the period commencing on (and including) the Issue Date to (but excluding) the first Additional Amount Payment Date (or if earlier the Additional Amount Cut-Off Date) and each period commencing on (and including) an Additional Amount Payment Date to (but excluding) the next following Additional Amount Payment Date (or if earlier the Additional Amount Cut-Off Date).

27. **Terms applicable to Certificates only**

Conditions 28 (*Definitions (Certificates)*), 29 (*Form of Certificates*), 30 (*Type and Title (Certificates)*), 31 (*Exercise Rights (Certificates)*), 32 (*Collection Notices and Settlement (Certificates)*) and 33 (*Additional Amounts*) apply to Certificates only.

28. **Definitions (Certificates)**

For the purposes of the Certificates:

"Global W&C Instrument" means, as the context so requires, a Global Certificate.

29. **Form of Certificates**

If the Certificates are to be issued into and transferred through accounts at Euroclear and Clearstream, Luxembourg (**"Euroclear/CBL Certificates"**), such Series of Euroclear/CBL Certificates will on issue be constituted by a global certificate in registered form (the **"Euroclear/CBL Global Registered Certificate"**), which will be deposited with a depositary common to Euroclear and Clearstream, Luxembourg and registered in the name of the nominee of such depositary.

The Euroclear/CBL Global Registered Certificates are referred to herein as **"Global Certificates"** and each a **"Global Certificate"**.

Euroclear/CBL Global Registered Certificates will be exchangeable in whole, but not in part, for individual certificates:

- (a) on the expiry of such period of notice as may be specified in the applicable Final Terms; or
- (b) at any time, if so specified in the applicable Final Terms; or
- (c) if the Issuer has been notified that Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system approved by the Holders of the Certificates is available.

Whenever the Euroclear/CBL Global Registered Certificate is to be exchanged for individual certificates, the Issuer shall procure that individual certificates will be issued in number or nominal amount equal to the number or nominal amount of the Euroclear/CBL Global Registered Certificates then outstanding within five Business Days of the delivery, by or on behalf of the registered holder of the Euroclear/CBL Global Registered Certificate to the Principal Certificate Agent of such information as is required to complete and deliver such individual warrant certificates (including, without limitation, the names and addresses of the persons in whose names the individual warrant certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of the Euroclear/CBL Global Registered Certificate at the specified office of the Principal Certificate Agent.

Such exchange will be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Certificates scheduled thereto and, in particular, shall be effected without charge to any holder, but against such

indemnity as the Principal Certificate Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) individual certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth calendar day after they are due to be issued and delivered in accordance with the terms of the Euroclear/CBL Global Registered Certificate; or
- (b) the date for final settlement of the Certificates has occurred and payment in full of all amounts due has not been made to the Holder of the Euroclear/CBL Global Registered Certificate on the due date for payment in accordance with the terms of the Euroclear/CBL Global Registered Certificate,

then the Euroclear/CBL Global Registered Certificate (including the obligation to deliver individual certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the holder of the Euroclear/CBL Global Registered Certificate will have no further rights thereunder (but without prejudice to the rights which the holder of the Euroclear/CBL Global Registered Certificate or others may have under the W&C Instruments Deed of Covenant). Under the W&C Instruments Deed of Covenant, each Holder is entitled to exercise or enforce in respect of each Certificate held by him, the rights and obligations attaching to the relevant Certificate as set out in, and subject to, the W&C Instruments Deed of Covenant, the Conditions and the applicable Final Terms issued in respect of such Certificates.

30. **Type and Title (Certificates)**

(A) *Definitive Registered Certificates*

(i) *Transfers of Definitive Registered Certificates*

Transfers of Definitive Registered Certificates are effected upon (i) the surrender (at the specified office of the Principal Certificate Agent) of the individual certificate representing such Definitive Registered Certificates to be transferred, together with the form of transfer (which shall be available at the specified office of the Principal Certificate Agent) endorsed on such individual certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Principal Certificate Agent may reasonably require, (ii) the recording of such transfer in the Register and (iii) the issuance of a new individual certificate to the transferee.

(ii) *Part Transfer of Definitive Registered Certificates*

In the case of a transfer of part only of a holding of a Definitive Registered Certificate represented by one individual certificate, a new individual certificate shall be issued to the transferee in respect of the part transferred and a further new individual certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(B) *Delivery of New Individual Certificates*

Each new individual certificate to be issued pursuant to this Condition 30 (*Type and Title (Certificates)*) shall be available for delivery within three Business Days of receipt of the form of transfer and surrender of the individual certificate for exchange. Delivery of the new individual certificate(s) shall be made at the specified office of the Principal Certificate Agent to whom delivery or surrender of such request for exchange, form of transfer, or individual certificate shall have been made or, at the option of the Holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new individual certificate to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Principal

Certificate Agent the costs of such other method of delivery and/or such insurance as it may specify.

(C) *Closed Periods in respect of Definitive Registered Certificates*

No Holder may require the transfer of a Definitive Registered Certificate to be registered:

- (i) during the period of 15 calendar days before any date on which Certificates may be called for cancellation and settlement by the Issuer at its option pursuant to Condition 31(C) (*Issuer Call Option*);
- (ii) after any such Certificate has been called for cancellation or settlement; or
- (iii) during the period of seven calendar days ending on (and including) any Settlement Record Date or Additional Amount Payment Record Date.

(D) *Exchange Free of Charge*

Exchange and transfer of Certificates on registration, transfer, cancellation, settlement or exercise of an option (as applicable) shall be effected without charge by or on behalf of the Issuer or the Principal Certificate Agent, as applicable, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Principal Certificate Agent may require).

31. **Exercise Rights (Certificates)**

(A) *Certificates other than Credit Linked Certificates*

Certificates other than Credit Linked Certificates shall be automatically exercised on the Actual Exercise Date. If the Certificates are Cash Settled Certificates, each such Certificate entitles its Holder to receive from the Issuer on the Settlement Date the Cash Settlement Amount. If the Certificates are Physical Delivery Certificates, each such Certificate entitles its Holder, subject to certification as to non-U.S. beneficial ownership and to the provisions of Condition 32(A), to receive from the Issuer on the Settlement Date the Entitlement subject to payment of any Expenses.

Unless otherwise specified in the applicable Final Terms, the Entitlement will be evidenced by the delivery of the Entitlement to the securities account with the Physical Delivery Clearing System or in such other manner as shall have been specified by the Holder in the relevant Collection Notice. The Issuer, (if applicable) the Guarantor and the Calculation Agent shall be under no obligation to register or procure the registration of a Holder in the register of members/holders of the Share Company or the Fund (as the case may be).

Unless otherwise specified in the applicable Final Terms, the Entitlement will be delivered to such securities account with the Physical Delivery Clearing System or in such other manner as shall have been specified by the Holder in the relevant Collection Notice, provided that, if, in the opinion of the Issuer, delivery of the Entitlement to the Holder in the manner specified by the Holder or through the Physical Delivery Clearing System specified by the Holder is not commercially reasonable, the Issuer shall deliver the Entitlement to the Holder through a clearing system which the Issuer determines to be commercially reasonable for such delivery and references to "Physical Delivery Clearing System" shall be deemed to be references to such clearing system selected by the Issuer. For the avoidance of doubt, the Issuer or, with respect to Certificates other than Secured W&C Instruments, the Guarantor will be fully discharged of any and all obligations with respect to delivery of the Entitlement by making delivery in the manner specified by the Holder in the relevant Collection Notice.

Unless otherwise specified in the applicable Final Terms, Certificates of the same Holder automatically exercised and in respect of which a Collection Notice (as defined below) has been duly given as provided in Condition 31(A), will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Certificates, provided that

the aggregate Entitlements will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Holder.

Following exercise of a Certificate relating to a specified share or a basket of shares or an Certificate relating to a specified index or a basket of indices, which is a Physical Delivery Certificate, all dividends on the relevant Shares or Fund Shares (as the case may be) to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or Fund Shares (as the case may be) executed on the Actual Exercise Date and to be delivered in the same manner as such relevant Shares or Fund Shares (as the case may be). Any such dividends to be paid to a Holder will be paid to the account specified by the Holder in the relevant Collection Notice as referred to in Condition 32(A)(a)(1)(v) or Condition 32(A)(b)(1)(iii) as applicable.

The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Certificates which are automatically exercised on the Actual Exercise Date in accordance with this provision.

(B) *Credit Linked Certificates*

Credit Linked Certificates shall be automatically exercised on the Long Exercise Date or the Short Exercise Date (as the case may be) in accordance with Credit Linked W&C Instruments Condition 3.

(C) *Issuer Call Option*

If Issuer Call Option is specified as applicable in the applicable Final Terms the Issuer may, having given not less than 10 nor more than 60 calendar days' notice (or such other Issuer Call Option Notice Period as is set out in the applicable Final Terms) to the Holders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable) elect that the Exercise Date for all (but not less than all) of the Certificates be brought forward to the Call Option Date. If Call Option Cash Settlement is specified as applying in the applicable Final Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Final Terms (a) if the Certificates are not Cash Settled Certificates, the Certificates shall be deemed to be Cash Settled Certificates and (b) the Cash Settlement Amount shall be the Call Option Cash Settlement Amount specified in the applicable Final Terms.

(D) *Mandatory Early Exercise*

If Mandatory Early Exercise is specified as applicable in the applicable Final Terms and a Mandatory Early Exercise Event occurs, the Exercise Date for all (but not less than all) of the Certificates will be brought forward to the Mandatory Early Exercise Date. If Mandatory Early Exercise Cash Settlement is specified as applicable in the applicable Final Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Final Terms (a) if the Certificates are not Cash Settled Certificates, the Certificates shall be deemed to be Cash Settled Certificates and (b) the Cash Settlement Amount shall be the Mandatory Early Exercise Cash Settlement Amount specified in the applicable Final Terms, which shall be payable on the Mandatory Early Exercise Cash Settlement Date.

(E) *Holder Put Option*

If Holder Put Option is specified as applicable in the applicable Final Terms, a Holder may, by giving not less than 10 nor more than 60 calendar days' notice (or such other Holder Put Option Notice Period as is set out in the applicable Final Terms) as set out below elect to bring forward the Exercise Date for his Certificates to the Put Option Date

set out in the relevant Put Notice (as defined below). If Put Option Cash Settlement is specified as applying in the applicable Final Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Final Terms (a) if the Certificates are not Cash Settled Certificates, the Certificates shall be deemed to be Cash Settled Certificates and (b) the Cash Settlement Amount for the relevant Certificates shall be the Put Option Cash Settlement Amount specified in the applicable Final Terms.

In order to exercise the right to bring forward the Exercise Date of a Certificate the Holder must deliver by facsimile or authenticated SWIFT message (confirmed in writing) a duly completed notice of exercise (a "**Put Notice**") in the form set out in the English Law Agency Agreement to (a) in the case of Euroclear/CBL Certificates, Euroclear or Clearstream, Luxembourg with a copy to the relevant Dealer and the Principal Certificate Agent and (b) in the case of Definitive Registered Certificates, the Principal Certificate Agent with a copy to the relevant Dealer. Copies of the Put Notice are available at the specified offices of the W&C Instrument Agents. Once delivered a Put Notice shall be irrevocable and the Certificates the subject of such notice may not be transferred.

(F) *Prescription*

Definitive Registered Certificates will become void unless presented for payment or delivery within a period of ten years (in the case of principal) and five years (in the case of additional amounts) after the Relevant Date (as defined below) therefor.

As used herein, the "**Relevant Date**" means the date on which such payment or delivery first becomes due, except that, if the full amount of any moneys payable has not been duly received by the relevant W&C Instrument Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 12 (*Notices*).

Under New York's statute of limitations generally, the payment or delivery obligations of the Guarantor evidenced by the MLBV/MLICo. Guarantee of such Certificates must be commenced within six years after payment or delivery is due. Thereafter, such payment or delivery obligations will generally become unenforceable.

32. **Collection Notices and Settlement (Certificates)**

(A) *Collection Notices*

(a) Euroclear/CBL Certificates

If the Certificates are Euroclear/CBL Certificates, in order to receive the Entitlement in respect of a Certificate, the relevant Holder must send an instruction by authenticated SWIFT message or by any other authorised communication channel, in accordance with Euroclear and/or Clearstream, Luxembourg's rules and operating procedures (a "**Collection Notice**") which includes the information set out in Schedule 8 Part 2 to the English Law Agency Agreement (copies of which are available for viewing and can be obtained during normal business hours at the specified offices of the relevant W&C Instrument Agents) to Euroclear or Clearstream, Luxembourg, as the case may be, on (x) in the case of Certificates other than Credit Linked Certificates any Business Day up until not later than 10.00 a.m., Brussels or Luxembourg time (as appropriate), on the Actual Exercise Date or (y) in the case of Credit Linked Certificates, the Credit Cut-Off Date (each the "**Cut-Off Date**"). Euroclear and Clearstream, Luxembourg will send a copy of any Collection Notices so received to the Principal Certificate Agent. The Principal Certificate Agent will send such copies to the relevant Dealer.

(1) The Collection Notice shall:

- (i) specify the Series of the Certificates and the number of Certificates the subject of such Collection Notice;

- (ii) specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with the Certificates the subject of such Collection Notice;
- (iii) irrevocably instruct Euroclear or Clearstream, Luxembourg, as the case may be, to debit on or before the Settlement Date the Holder's account with the Certificates the subject of such Collection Notice;
- (iv) include an undertaking to pay all Expenses and except in the case of Definitive Registered Certificates, an authority to Euroclear or Clearstream, Luxembourg, as the case may be, to debit a specified account of the Holder at Euroclear or Clearstream, Luxembourg, as the case may be, in respect thereof and to pay such Expenses;
- (v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Holder's account with Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Registered Certificate, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount;
- (vi) in the case of FX Linked Certificates only, specify the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Registered Certificate, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with the amount due upon exercise of the Certificates;
- (vii) certify, *inter alia*, that the beneficial owner of each Certificate which is the subject of such Collection Notice is not a U.S. person, the Certificate was not held on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and
- (viii) authorise the production of such Collection Notice in any applicable administrative or legal proceedings,

all as provided in the English Law Agency Agreement.

- (2) If Condition 5(C) applies, the information required to be provided in the Collection Notice will be different from that set out above. Copies of such information required for this Collection Notice may be obtained from Euroclear, Clearstream, Luxembourg and the Certificate Agents.
- (b) Definitive Registered Certificates

If the Certificates are Definitive Registered Certificates, in order to receive the Entitlement in respect of a Certificate, the relevant Holder must deliver an instruction in writing (a "**Collection Notice**") which includes the information set out in Schedule 8 Part 5 to the English Law Agency Agreement (copies of which may be obtained from the Principal Certificate Agent) along with the relevant Definitive Registered Certificate to the Principal Certificate Agent on (x) in the case of Certificates other than Credit Linked Certificates any Business Day up until not later than 10.00 a.m., Luxembourg time, on the Actual Exercise Date or (y) in the case of Credit Linked Certificates, the Credit Cut-Off Date (each the "**Cut-Off Date**"). The Principal Certificate Agent will send a copy of any Collection Notices so received to Merrill Lynch International or BofA Securities Europe SA, as the case may be.

- (1) The Collection Notice shall:
 - (i) specify the Series of the Certificates and the number of Certificates the subject of such Collection Notice;
 - (ii) include an undertaking to pay all Expenses;
 - (iii) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Holder's account at a bank in the principal financial centre of the relevant Settlement Currency to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount;
 - (iv) in the case of FX Linked Certificates only, specify the number of the Holder's account at a bank in the principal financial centre of the relevant Settlement Currency to be credited with the amount due upon exercise of the Certificates;
 - (v) certify, *inter alia*, that the beneficial owner of each Certificate which is the subject of such Collection Notice is not a U.S. person, the Certificate was not held on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and
 - (vi) authorise the production of such Collection Notice in any applicable administrative or legal proceedings,
- all as provided in the English Law Agency Agreement.
- (2) If Condition 5(C) applies, the information required to be provided in the Collection Notice will be different from that set out above. Copies of such information required for this Collection Notice may be obtained from the Principal Certificate Agent.

(c) Late Delivery and Non-delivery of Collection Notice

If a Holder so delivers a duly completed Collection Notice after the Cut-Off Date, the Entitlement shall be delivered as soon as practicable after the Settlement Date or, in the case of Credit Linked Certificates, the Credit Settlement Date, provided that if a Holder does not so deliver a duly completed Collection Notice in accordance with this Condition 32(A) prior to the close of business in the place of receipt on the 90th calendar day following the Cut-Off Date, the Issuer's obligations in respect of such Certificates and, with respect to Certificates other than Secured W&C Instruments, the Guarantor's obligations in respect of the MLBV/MLICo. Guarantee shall be discharged and no further liability in respect thereof shall attach to the Issuer or (if applicable) the Guarantor. For the avoidance of doubt, in such circumstances such Holder shall not be entitled to any payment, whether of interest or otherwise as a result of such Settlement Date or Credit Settlement Date falling after the originally designated Settlement Date or Credit Settlement Date, as the case may be, and no liability in respect hereof shall attach to the Issuer or the Guarantor.

After the delivery of a Collection Notice, the relevant Holder may not transfer the Certificates to which the Collection Notice relates.

(B) *Verification of the Holder*

In the case of a Collection Notice submitted in respect of a Euroclear/CBL Certificate, upon receipt of a valid Collection Notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person submitting the Collection Notice is the holder of the relevant Certificates according to the books of Euroclear or Clearstream, Luxembourg, as the case may be. Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Certificate Agent or, in the case of Registered Certificates, the Registrar, the ISIN and the amount of Certificates being exercised, the account number of the exercising Holder, a confirmation of the exercising Holder's certification (in the case of Physical Delivery Certificates), the relevant account details (if applicable) and the details for the delivery of the Entitlement in respect of each Certificate the subject of the relevant Collection Notice. Upon receipt of such confirmation, the Principal Certificate Agent will inform the Issuer thereof. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before the Settlement Date debit the account of the relevant Holder with the Certificates the subject of the relevant Collection Notice.

(C) *Settlement*

(a) Cash Settled Certificates

For so long as the Certificates are represented by Definitive Registered Certificates, the Issuer, or failing the Issuer and, with respect to Certificates other than Secured W&C Instruments, the Guarantor shall pay or cause to be paid the Cash Settlement Amount (if any) of each Certificate by credit or transfer to an account in the relevant Settlement Currency specified by the Holder, or at the option of the Holder, by cheque mailed to the address of the Holder in the Register on the fifteenth calendar day before the due date for such payment (such date being the "**Settlement Record Date**" for Definitive Registered Certificates). In order to receive the Cash Settlement Amount less any Expenses the Holder must deliver the relevant individual certificate to the Principal Certificate Agent.

For so long as the Certificates are represented by a Global Certificate, subject as provided below, the Issuer or failing the Issuer and, with respect to Certificates other than Secured W&C Instruments, the Guarantor shall pay or cause to be paid the Cash Settlement Amount (if any) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System for value on the Settlement Date less any Expenses, such payment to be made in accordance with the rules of the relevant Clearing System. The Issuer or (if applicable) the

Guarantor, as applicable, will be discharged by payment to, or to the order of, the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular amount of the Certificates must look solely to such Clearing System for his share of each such payment so made to, or to the order of such Clearing System.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

Notwithstanding the foregoing, a cheque may not be delivered to an address in, a credit or transfer may not be delivered to an address in, and an amount may not be transferred to an account at a bank located in, the United States by any office or agency of the Issuer, (if applicable) the Guarantor, the Principal Certificate Agent, any W&C Instrument Agent or the Registrar.

(b) Physical Delivery Certificates

Subject to payment of any Expenses with regard to the relevant Certificates, the Issuer shall deliver, or procure the delivery of, the Entitlement or, in the case of Credit Linked Certificates, Deliver, or procure the Delivery of the Deliverable Obligations comprising the Entitlement for each Certificate in respect of which a valid Collection Notice (and, in the case of Definitive Registered Certificates, the relevant individual certificate in respect of the Definitive Registered Certificate) has been delivered as provided in Condition 32(A) pursuant to the details specified in the Collection Notice subject as provided in Condition 5.

The Issuer shall at the risk of the relevant Holder deliver the Entitlement in respect of each Certificate or, in the case of Credit Linked Certificates, Deliver the Deliverable Obligations comprising the Entitlement in such commercially reasonable manner as the Issuer shall, in its sole discretion, determine to be appropriate for such delivery. In the case of Credit Linked Certificates, in relation to each Deliverable Obligation constituting the Entitlement, the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided above on the Credit Settlement Date provided that if all or some of the Deliverable Obligations included in the Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, on or before the 30th Business Day following the Credit Settlement Date (the "**Final Delivery Date**"), provided further that if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date the provisions of Credit Linked W&C Condition 10 shall apply.

(D) *Determinations*

Any determination as to whether a Collection Notice is duly completed and in proper form shall be made by the Principal Certificate Agent in consultation with Euroclear or Clearstream, Luxembourg and shall be conclusive and binding on the Issuer, the relevant W&C Instrument Agents and the relevant Holder. Subject as set out below, any Collection Notice so determined to be incomplete or not in proper form, or which is not sent to the relevant Dealer by the Principal Certificate Agent immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, the Principal Certificate Agent or the Issuer, as applicable, shall be null and void.

If such Collection Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, the Principal Certificate Agent or the Issuer, as applicable, in consultation with the Principal Certificate Agent (in the case of Euroclear/CBL Certificates or Definitive Registered Certificates), it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, the Principal Certificate Agent or the Issuer, as applicable,

and copied to the Principal Certificate Agent or the relevant Dealer, as applicable (in the case of Euroclear/CBL Certificates).

Euroclear or Clearstream, Luxembourg, the Principal Certificate Agent or the Issuer, as applicable, shall use its best efforts promptly to notify the Holder submitting a Collection Notice if it has determined that such Collection Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, the W&C Instrument Agents, Euroclear, Clearstream, Luxembourg and the Principal Certificate Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

33. Additional Amounts

(A) *Calculation of Additional Amounts*

If so specified in the applicable Final Terms, each Certificate pays additional amounts from and including the Issue Date at the Additional Amount Rate payable in arrear on each Additional Amount Payment Date.

The additional amount payable in respect of each Certificate on each Additional Amount Payment Date will amount to the Additional Amount for the Additional Amount Period ending on (but excluding) such Additional Amount Payment Date.

If an additional amount is required to be calculated for a period ending other than on (but excluding) an Additional Amount Payment Date, it will be calculated on the basis of the number of calendar days from and including the most recent Additional Amount Payment Date (or, if none, the Issue Date) to but excluding the relevant payment date and the Additional Amount Rate Day Count Fraction.

(B) *Accrual of Additional Amount*

Each Certificate will cease to accrue additional amounts from and including the Additional Amount Cut-Off Date or, if earlier, the date on which the Certificates are cancelled (the "**Cancellation Date**"), if applicable, in accordance with these Terms and Conditions unless payment of the amount and/or delivery of any Entitlement due on the Settlement Date or Cancellation Date, as the case may be, is improperly withheld or refused or unless default is otherwise made in respect of the payment or delivery in which case additional amount(s) shall accrue from the date such amount or delivery of such Entitlement was due until such amount or delivery of such Entitlement is paid or delivered, as the case may be, provided that:

- (a) if "Accrual of Additional Amounts upon Credit Event" is specified as Not Applicable in the applicable Final Terms, each Certificate shall cease to accrue additional amount from the Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, immediately preceding the Event Determination Date, or if the Event Determination Date is an Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, such date (or, in the case of the Event Determination Date falling on or after the Actual Exercise Date (which is an Additional Amount Payment Date), the Additional Amount Payment Date immediately preceding the Actual Exercise Date or, if applicable, the Additional Amount Cut-Off Date corresponding to such Additional Amount Payment Date) or, if the Event Determination Date falls prior to the first Additional Amount Payment Date or, if applicable, the Additional Amount Cut-Off Date, no additional amount shall accrue on the Certificates; or
- (b) if "Accrual of Additional Amounts upon Credit Event" is specified as being Applicable in the applicable Final Terms, each Certificate shall cease to accrue additional amounts from the Event Determination Date.

For the avoidance of doubt, no additional amount on the Certificates shall accrue beyond the Exercise Date in the event that delivery of any Entitlement is postponed due to the occurrence of a Settlement Disruption Event.

(C) *Payment of Additional Amounts*

For so long as the Certificates are represented by Definitive Registered Certificates, where the Certificates pay additional amounts, subject as provided below, the Issuer or failing the Issuer, the Guarantor shall pay or cause to be paid the Additional Amount for each Certificate in respect of each Additional Amount Payment Date by credit or transfer to an account in the relevant Settlement Currency outside the United States (in accordance with the applicable United States Treasury Regulations) specified by the Holder or, at the option of the Holder, by cheque mailed to the address of the Holder registered in the Register on the fifteenth calendar day before the due date for such payment (such date being the "**Additional Amount Payment Record Date**" for such Definitive Registered Certificates) for value on the relevant Additional Amount Payment Date. In order to receive the Additional Amount the Holder must deliver the relevant individual certificate to the Principal Certificate Agent.

For so long as the Certificates are represented by a Global Certificate, where the Certificates pay additional amounts, subject as provided below, the Issuer or failing the Issuer, the Guarantor shall pay or cause to be paid the Additional Amount for each Certificate in respect of each Additional Amount Payment Date by credit or transfer to the Holder's account with Euroclear or Clearstream, Luxembourg, as the case may be, for value on the relevant Additional Amount Payment Date, such payment to be made in accordance with the rules of Euroclear or Clearstream, Luxembourg, as the case may be.

The Issuer or the Guarantor, as applicable, will be discharged by payment to, or to the order of, Euroclear or Clearstream, Luxembourg, as the case may be, in respect of the amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg, as the case may be, as the holder of a particular amount of the Certificates must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each such payment so made to, or to the order of, Euroclear or Clearstream, Luxembourg, as the case may be.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

Notwithstanding the foregoing, a cheque may not be delivered to an address in, a credit or transfer may not be delivered to an address in, and an amount may not be transferred to an account at a bank located in, the United States by any office or agency of the Issuer, the Guarantor, the Principal Certificate Agent, any W&C Instrument Agent or the Registrar.

(D) *Definitions*

"**30/360 (Floating)**" or "**30/360**" or "**360/360**" or "**Bond Basis**" means the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Additional Amount Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.

"**30E/360**" or "**Eurobond Basis**" means the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Additional Amount Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless such number would be 31, in which case D₂ will be 30.

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

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Additional Amount Period, unless (a) that day is the last day of February or (b) such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Additional Amount Period, unless (a) that day is the last day of February but not the Exercise Date or (b) such number would be 31, in which case D₂ will be 30.

"**Actual/360**" means the actual number of days in the Additional Amount Period divided by 360.

"**Actual/Actual (ISDA)**" means the actual number of days in the Additional Amount Period divided by 365 (or, if any portion of that Additional Amount Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Additional Amount Period falling in a leap year divided by 366; and (b) the actual number of days in that portion of the Additional Amount Period falling in a non-leap year divided by 365).

"**Actual/365 (Fixed)**" means the actual number of days in the Additional Amount Period divided by 365.

"**Additional Amount**" means, in respect of each Certificate and each Additional Amount Period, an amount (which shall never be less than zero) calculated by the Calculation Agent as follows:

Notional Amount per Certificate x Additional Amount Rate x Additional Amount Rate Day Count Fraction.

"**Additional Amount Period**" means the period commencing on (and including) the Issue Date to (but excluding) the first Additional Amount Payment Date (or if earlier the Additional Amount Cut-Off Date) and each period commencing on (and including) an Additional Amount Payment Date to (but excluding) the next following Additional Amount Payment Date (or if earlier the Additional Amount Cut-Off Date).

SCHEDULE 4

ANNEXES TO TERMS AND CONDITIONS OF NOTES AND TERMS AND CONDITIONS OF W&C INSTRUMENTS

ANNEX 1

ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED INSTRUMENTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Index Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Index Linked Instruments set out below (the "**Index Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to Index Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Index Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, and the W&C Instruments Conditions, in the case of W&C Instruments, and the Index Linked Conditions, the Index Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the Index Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Index Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. Definitions

For the purposes of these Index Linked Conditions:

"Administrator/Benchmark Event" means, in respect of an Index, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Index or the administrator or sponsor of the Index has not been, or will not be, obtained or has been, 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 the Issuer, the Calculation Agent or any affiliate engaged in hedging transactions relating to the Instruments is not, or will not be, permitted under any applicable law or regulation to use the Index to perform its or their respective obligations under the Instruments or any related hedging transactions.

"Administrator/Benchmark Event Date" means, in respect of an Index and an Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

- (a) required under any applicable law or regulation; or
- (b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Index is not permitted to be used under the Instruments or related hedging transactions following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Strike Date, the Strike Date.

"Averaging Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "**Common Scheduled Trading Days**" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "**Common Scheduled Trading Days**" shall be applicable, a Common Scheduled Trading Day), would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "**Common Scheduled Trading Days**" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on the relevant

Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall.

"Averaging Date" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Averaging Cut-Off Date. If any such day is a Disrupted Day:

- (a) if **"Omission"** is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level or price provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level or price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **"Postponement"** is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level or price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **"Modified Postponement"** is specified as applying in the applicable Final Terms then:
 - (i) where the Index Linked Instruments relate to a single Index, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
 - (ii) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Scheduled Trading Day, if applicable) (the **"Scheduled Averaging Date"**) and the Averaging Date for an Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Index, and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below;
 - (iii) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Common Scheduled Trading Day, if applicable) (the

"**Scheduled Averaging Date**") and the Averaging Date for an Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day for the Index, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Index, and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (c)(ii) of the definition of "Valuation Date" below; or

- (iv) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Averaging Date for each Index shall be the first succeeding Common Valid Date in relation to such Index. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (d)(ii) of the definition of "Valuation Date" below,

and, for the purposes of these Index Linked Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur, and "**Common Valid Date**" means a Common Scheduled Trading Day that is not a Disrupted Day for any Index, and on which another Averaging Date does not or is deemed not to occur.

"**Barrier Event Determination Day**" means, in respect of each Index:

- (a) if the applicable Final Terms provides that the Barrier Event (intraday) provisions shall apply, unless otherwise specified in the applicable Final Terms, each day on which the level of such Index is published and/or disseminated by the Index Sponsor during the relevant Observation Period, regardless of whether or not such day is a Scheduled Trading Day for such Index (and if the Calculation Agent in its sole and absolute discretion determines that a Market Disruption Event is occurring for such Index at any time on any Barrier Event Determination Day, it shall disregard the period during which it determines in its sole and absolute discretion that such Market Disruption Event has occurred and is continuing for the purposes of determining whether or not a Barrier Event (intraday) has occurred); or
- (a) if the applicable Final Terms provides that the Barrier Event (closing) provisions shall apply, each day specified as such in the applicable Final Terms.

"**Barrier Event Valuation Time (closing)**" means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, the Scheduled Closing Time on the relevant Exchange on the relevant Barrier Event Determination Day, as the case may be, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Barrier Event Valuation Time (closing) is after the actual closing time for its regular trading session, then the Barrier Event Valuation Time (closing) shall be such actual closing time;
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of any Component Security, the Scheduled Closing Time on

the relevant Exchange and (B) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

- (c) in relation to an Index which is specified in the applicable Final Terms as being a Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of the Index.

"Barrier Event Valuation Time (intraday)" means any time during the regular trading session (without regard to any after hours or any other trading outside of the regular session) on the relevant Exchange.

"Barrier Level" means, in respect of an Index, such level for such Index as is specified in the applicable Final Terms.

"Basket of Indices" means, subject to adjustment in accordance with these Index Linked Conditions, a basket composed of indices in their relative proportions or number of indices, as specified in the applicable Final Terms.

"Common Scheduled Trading Day" means, in respect of a Basket of Indices, each day which is a Scheduled Trading Day for all the Indices in the Basket of Indices.

"Component Security" means, in respect of an Index, any share or other component security, index or instrument included in such Index as determined by the Calculation Agent and related expressions shall be construed accordingly.

"Disrupted Day" means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index (provided that the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of an Index Disruption), (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred; or
- (c) in relation to an Index which is specified in the applicable Final Terms as being a Proprietary Index, any Scheduled Trading Day on which a Market Disruption Event has occurred (provided that the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of an Index Disruption).

"Early Closure" means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the

case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day, or (ii) the submission deadline for orders to be entered into on the relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

"Exchange" means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); or
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

"Exchange Business Day" means (a) where the relevant Index is specified in the applicable Final Terms to be a Unitary Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time or (b) where the relevant Index is specified in the applicable Final Terms to be a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index, and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Disruption" means:

- (a) in relation to an Index which is specified in the applicable Final Terms as being a Unitary Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) in relation to an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the relevant Related Exchange.

"Final Level" means, in respect of an Index, unless otherwise specified in the applicable Final Terms, the Index Closing Level of such Index on the Valuation Date, subject to adjustment in accordance with these Index Linked Conditions.

"Index" and **"Indices"** mean, subject to adjustment in accordance with the Index Linked Conditions, the indices or index specified in the applicable Final Terms and related expressions shall be construed accordingly.

"Index Closing Level" means, in respect of an Index and any relevant date, subject to these Index Linked Conditions, an amount equal to the official closing level (which shall be deemed to be an amount in the Index Currency) of such Index as determined by the Calculation Agent on such date.

"Index Currency" means in respect of an Index, the index currency specified in the applicable Final Terms.

"Index Level" means, in respect of an Index and a time on any day, and subject to these Index Linked Conditions, the level of such Index at such time on such day as determined by the Calculation Agent.

"Index Performance" means unless otherwise specified in the applicable Final Terms, in respect of an Index and any relevant date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the Index Closing Level of such Index on such date, divided by (b) the Initial Level of such Index.

"Index-Related ETF" means, in respect of any Index and for Index Linked W&C Instruments that are Physical Delivery W&C Instruments, the ETF (as defined in Fund Linked Condition 7) corresponding to such Index, as specified in the applicable Final Terms.

"Index Sponsor" means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms.

"Initial Level" means, in respect of an Index, unless otherwise specified in the applicable Final Terms, the Index Closing Level of such Index on the Strike Date, subject to adjustment in accordance with these Index Linked Conditions.

"Multi-Exchange Index" means any Index for which the **"Type of Index"** is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

"Observation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Observation Date or, if earlier, the Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Observation Date, provided that the Observation Cut-Off Date shall not fall prior to the original date on which such Observation Date was scheduled to fall.

"Observation Date" means each Observation Date specified in the applicable Final Terms, or if such date is not a Scheduled Trading Day the immediately following Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day) or, if earlier, the Observation Cut-Off Date. If any such day is a Disrupted Day, then:

- (a) where the Index Linked Instruments relate to a single Index, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, (i) the Observation Cut-Off Date shall be deemed to be such Observation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 5 below) the formula

for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Observation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Observation Cut-Off Date;

- (b) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or, if earlier, the Observation Cut-Off Date) and the Observation Date for each Index affected (each an "**Affected Index**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Observation Date falls on the Observation Cut-Off Date for an Index owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Index, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date for such Index (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to such Index, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of such Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in such Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date) or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Observation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Observation Cut-Off Date;
- (c) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or if the Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Observation Cut-Off Date) and the Observation Date for each Index affected (each an "**Affected Index**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date (or if such Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to, and including, the Observation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i)

the Observation Cut-Off Date shall be deemed to be the Observation Date for such Index (notwithstanding the fact that such day may be a Disrupted Day for an Index or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to such Index, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of such Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in such Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Observation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Observation Cut-Off Date; or

- (d) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Observation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Index, unless each of the Common Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day for one or more Indices. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date (notwithstanding the fact that such day may be a Disrupted Day for an Index or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to each Index for which the Observation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of such Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in each Index for which the Observation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Observation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Observation Cut-Off Date.

"Observation Period" means, in respect of an Index:

- (a) if the consequence of "Extension" is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, following adjustment of such date pursuant to these Index Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, following adjustment of such date pursuant to these Index Linked Conditions or as specified in the applicable Final Terms,

if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms); or

- (b) if the consequence of "No Extension" is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, prior to any adjustment of such date pursuant to these Index Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, prior to any adjustment of such date pursuant to these Index Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms).

"Observation Period End Date" means, in respect of an Index, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Observation Period Start Date" means, in respect of an Index, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Proprietary Index" means any Index for which the "Type of Index" is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

"Related Exchange" means, in relation to any Unitary Index or Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Index.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"Scheduled Observation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

"Scheduled Trading Day" means in respect of:

- (a) any Unitary Index, any day on which each Exchange and each Related Exchange for the Index are scheduled to be open for trading for their respective regular trading sessions;
- (b) any Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index, and (ii) the Related Exchange for the Index is scheduled to be open for trading for its regular trading session; and
- (c) any Proprietary Index, any day on, or, as the case may be, in respect of, which the Index Sponsor is scheduled to publish the level of such Index.

"Scheduled Valuation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

"Strike Date" means the date specified as such in the applicable Final Terms.

"Trade Date" means the date specified as such in the applicable Final Terms.

"Trading Disruption" means:

- (a) in respect of any Unitary Index, any suspension of, or limitation imposed on, trading by any relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, (i) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange, or (ii) in futures or options contracts relating to such Index on any relevant Related Exchange; and
- (b) in respect of any Multi-Exchange Index, any suspension or limitation imposed on trading by any relevant Exchange or Related Exchange or otherwise, and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, (i) relating to any Component Security on the Exchange in respect of such Component Security, or (ii) in futures or options contracts relating to the Index on the Related Exchange.

"Unitary Index" means any Index for which the "Type of Index" is specified as such in the applicable Final Terms, or, if not specified, any Index the Calculation Agent determines as such.

"Valuation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Valuation Date, or, if earlier, the Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

"Valuation Date" means each Valuation Date specified in the applicable Final Terms, or if such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day (or, where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day) or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Index Linked Instruments relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Index, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 5 below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Valuation Cut-Off Date of each component comprised

in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Valuation Cut-Off Date;

- (b) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Index affected (each an "**Affected Index**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Index, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Index (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to such Index, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of such Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Valuation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Valuation Cut-Off Date;
- (c) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Index affected (each an "**Affected Index**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to, and including, the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Index (notwithstanding the fact that such day may be a Disrupted Day for an Index or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to such Index, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in such Index (or, if an

event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Valuation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Valuation Cut-Off Date; or

- (d) where the Index Linked Instruments relate to a Basket of Indices and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Valuation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Index, unless each of the Common Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day for one or more Indices. In that case, or if the Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day for an Index or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to each Index for which the Valuation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, the level of such Index determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using the level of such Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 5) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day (A) in respect of a Unitary Index or Multi-Exchange Index, using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in each Index for which the Valuation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day (or, if an event giving rise to a Disrupted Day (as defined in the Share Linked Conditions in relation to a share) has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date), or (B) in respect of a Proprietary Index, using such levels or values as the Calculation Agent determines to be appropriate as of the Valuation Time on the Valuation Cut-Off Date of each component comprised in the Index, or, if the value of any component cannot be determined at such time on such day, its good faith estimate of the value for the relevant component as of the Valuation Time on the Valuation Cut-Off Date.

"Valuation Time" means:

- (a) in respect of any Unitary Index, (i) for the purposes of determining whether an Early Closure, an Exchange Disruption or a Trading Disruption has occurred in respect of (A) any Exchange, the Scheduled Closing Time of the Exchange (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time), and (B) any options contracts or futures contracts on such Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor;
- (b) in respect of any Multi-Exchange Index, (i) for the purposes of determining whether an Early Closure, an Exchange Disruption or a Trading Disruption has occurred in respect of (I) any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time), and (II) any options contracts or futures contracts on the Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; and

- (c) in respect of any Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of the Index.

"Worst Performing Index" means, in respect of a Basket of Indices and the Valuation Date (unless otherwise specified in the applicable Final Terms), the Index with the lowest Index Performance on such day as determined by the Calculation Agent (provided that if two or more Indices have the same lowest Index Performance on such day, the Calculation Agent shall determine which Index shall be the Worst Performing Index in its sole and absolute discretion, and such Index shall be the Worst Performing Index).

3. **Market Disruption**

"Market Disruption Event" means:

- (a) in respect of any Unitary Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of a Unitary Index exists at any time, if a Market Disruption Event (as defined in the Share Linked Conditions in relation to a share) occurs in respect of a Component Security included in the Index at any time, then the relevant percentage contribution of such Component Security to the level of the Index shall be based on a comparison of (A) the portion of the level of the Index attributable to such Component Security and (B) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event;

- (b) in respect of any Multi-Exchange Index either:
 - (i) (A) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (3) an Early Closure; and
 - (B) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, comprises 20 per cent. or more of the level of the Index; or
 - (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of (A) a Trading Disruption, (B) an Exchange Disruption which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of a Multi-Exchange Index exists at any time, if a Market Disruption Event (as defined in the Share Linked Conditions in relation to a share) occurs in respect of a Component Security at that time, then the relevant percentage contribution of such Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security and (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

- (c) in respect of any Proprietary Index, the failure by the Index Calculation Agent (as specified in the rules relating to the relevant Proprietary Index) to calculate, and/or the Index Sponsor to publish, the level of the Index on any Scheduled Trading Day or in respect of such Scheduled Trading Day within the scheduled timeframe for such calculation or publication.

4. **Barrier Event**

- (a) A "**Barrier Event (intraday)**" means (and a Barrier Event (intraday) shall be deemed to occur if), in respect of an Index, the Calculation Agent determines that the Index Level of such Index as of the Barrier Event Valuation Time (intraday) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Index and such Barrier Event Determination Day.

For the purpose of determining whether a Barrier Event (intraday) has occurred on any day in respect of a Unitary Index and a Multi-Exchange Index, the definition of Market Disruption Event specified in Index Linked Condition 3 shall be amended such that (i) all references to "during the one-hour period that ends at the relevant Valuation Time" shall be deleted, and (ii) in the definition of "Early Closure" appearing in Index Linked Condition 2, each reference to "Valuation Time" and "Scheduled Closing Time" shall be construed as a reference to "Barrier Event Valuation Time (intraday)".

- (b) A "**Barrier Event (closing)**" means (and a Barrier Event (closing) shall be deemed to occur if), in respect of an Index, the Calculation Agent determines that the Index Closing Level of such Index as of the Barrier Event Valuation Time (closing) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Index and such Barrier Event Determination Day.

5. **Adjustments and Corrections to an Index**

- (a) Consequences of a Successor Index Sponsor or a Successor Index

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "**Successor Index**") will be deemed to be the Index.

- (b) Modification and Cessation of Calculation of an Index

If (i) on or prior to a Valuation Date, an Observation Date or an Averaging Date (or other relevant date, as determined by the Calculation Agent), the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation or contracts and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"), (ii) on a Valuation Date, an Observation Date or an Averaging Date (or other relevant date, as determined by the Calculation Agent), the Index Sponsor or, if applicable, the Successor Index Sponsor fails to calculate and announce a relevant Index, provided that, in respect of an Index which is specified in the applicable Final Terms as being a Multi-Exchange Index or a Proprietary Index, the Calculation Agent may, in its discretion, determine that such event instead results in the occurrence of a Disrupted Day (an "**Index Disruption**") or (iii) on or prior to a Valuation Date, an Observation Date or an Averaging Date (or other relevant date, as determined by the Calculation Agent), an Administrator/Benchmark Event Date has occurred in respect of a relevant Index (an Administrator/Benchmark Event, together with an Index Disruption, an Index Modification and an Index Cancellation shall each be an "**Index Adjustment Event**"), then the Issuer may take the action described in (A) or (B) below:

- (A) require the Calculation Agent to determine if such Index Adjustment Event has a material effect on the Index Linked Instruments and, if so, calculate the relevant level or price using, in lieu of a published level for such Index, the level for such Index as at the Valuation Time on that Valuation Date, Observation Date or Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating such Index last in effect prior to the change, failure or cancellation, but using only those securities or components that comprised such Index immediately prior to that Index Adjustment Event; or
 - (B) (1) in the case of Notes, on giving notice to the Noteholders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or
 - (1) in the case of W&C Instruments, on giving notice to Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Index Adjustment Event, less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.

Upon the occurrence of an Index Adjustment Event, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Note Condition 14 or Holders in accordance with W&C Instruments Condition 12, as applicable, giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

(c) **Corrections to an Index**

If the level of a relevant Index published on any Valuation Date, Observation Date or Averaging Date (or other relevant date, as determined by the Calculation Agent), as the case may be, by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor and which is utilised for any calculation or determination made for the purposes of the Index Linked Instruments (a "**Relevant Calculation**") is subsequently corrected and the correction (the "**Corrected Index Level**") is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than two Business Days prior to the date on which payment of any amount or delivery of any assets may have to be made pursuant to such Relevant Calculation, then such Corrected Index Level shall be deemed to be the relevant level for such Index on such Averaging Date, Observation Date or Valuation Date (or other relevant date, as determined by the Calculation Agent), as the case may be, and the Calculation Agent shall use such Corrected Index Level in determining the relevant level or price and/or whether the Barrier Event (closing) or Barrier Event (intraday), as the case may be, has been triggered.

6. **Additional Disruption Events**

- (a) "**Additional Disruption Event**" means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging, in each case if specified in the applicable Final Terms.

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A)

it has become illegal to hold, acquire or dispose of any relevant security comprised in an Index or (B) the Issuer will incur a materially increased cost in performing its obligations in relation to the Index Linked Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its affiliates).

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Index Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents acting on its behalf would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Index Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

- (b) If Additional Disruption Events are specified as applicable in the applicable Final Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) give notice to Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, and (A) in the case of Notes, redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or (B) in the case of W&C Instruments, cancel the W&C Instruments and pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

ANNEX 2

ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED INSTRUMENTS

1. **Interpretation**

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Share Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Share Linked Instruments set out below (the "**Share Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to Share Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Share Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, and the W&C Instruments Conditions, in the case of W&C Instruments, and the Share Linked Conditions, the Share Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and the Share Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Share Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. **Definitions**

For the purposes of these Share Linked Conditions:

"Averaging Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, a Common Scheduled Trading Day), would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on the relevant Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall.

"Averaging Date" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day, (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Averaging Cut-Off Date. If any such day is a Disrupted Day:

- (a) if "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such

determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

- (c) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
- (i) where the Share Linked Instruments relate to a single Share, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
 - (ii) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Scheduled Trading Day, if applicable) (the "**Scheduled Averaging Date**") and the Averaging Date for a Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below;
 - (iii) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Common Scheduled Trading Day, if applicable) (the "**Scheduled Averaging Date**") and the Averaging Date for a Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (c)(ii) of the definition of "Valuation Date" below; or
 - (iv) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Averaging Date for each Share shall be the first succeeding Common Valid Date in relation to such Share. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the

Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (d)(ii) of the definition of "Valuation Date" below,

and, for the purposes of these Share Linked Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur, and "**Common Valid Date**" means a Common Scheduled Trading Day that is not a Disrupted Day for any Share and on which another Averaging Date does not or is deemed not to occur.

"Barrier Event Determination Day" means, in respect of each Share:

- (a) if the applicable Final Terms provides that the Barrier Event (intraday) provisions shall apply, unless otherwise specified in the Final Terms, each day on which the price of such Share is quoted on the relevant Exchange during the relevant Observation Period, regardless of whether or not such day is a Scheduled Trading Day for such Share (and, for the avoidance of doubt, if the Calculation Agent in its sole and absolute discretion determines that a Market Disruption Event is occurring at any time on any Barrier Event Determination Day, it shall disregard the period during which it determines in its sole and absolute discretion that such Market Disruption Event has occurred and is continuing for the purposes of determining whether or not a Barrier Event (intraday) has occurred); or
- (b) if the applicable Final Terms provides that the Barrier Event (closing) provisions shall apply, each day specified as such in the applicable Final Terms.

"Barrier Event Valuation Time (closing)" means, in respect of each Share to be valued, the Scheduled Closing Time on the relevant Exchange on the relevant Barrier Event Determination Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Barrier Event Valuation Time (closing) is after the actual closing time for its regular trading session, then the Barrier Event Valuation Time (closing) shall be such actual closing time.

"Barrier Event Valuation Time (intraday)" means any time during the regular trading session (without regard to any after hours or any other trading outside of the regular session) on the Exchange.

"Barrier Level" means, in respect of a Share, such price for such Share as is specified in the applicable Final Terms.

"Basket of Shares" means a basket composed of Shares in their relative proportions or number of Shares, as specified in the applicable Final Terms.

"Cash Settled Instruments" means Instruments that entitle the holder, upon due exercise, to receive from the Issuer the Cash Settlement Amount on the Settlement Date.

"Common Scheduled Trading Day" means, in respect of a Basket of Shares, each day which is a Scheduled Trading Day for all the Shares in the Basket of Shares.

"Disrupted Day" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

"Early Closure" means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day, and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

"Exchange" means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

"Exchange Business Day" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Disruption" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.

"Final Price" means, in respect of a Share, unless otherwise specified in the applicable Final Terms, the Share Closing Price of such Share on the Valuation Date, subject to adjustment in accordance with these Share Linked Conditions.

"Initial Price" means, in respect of a Share, unless otherwise specified in the applicable Final Terms, the Share Closing Price of such Share on the Strike Date, subject to adjustment in accordance with these Share Linked Conditions.

"Observation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Observation Date or, if earlier, the Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Observation Date, provided that the Observation Cut-Off Date shall not fall prior to the original date on which such Observation Date was scheduled to fall.

"Observation Date" means each date specified as such in the applicable Final Terms, or if such date is not a Scheduled Trading Day the immediately following Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Observation Cut-Off Date. If any such day is a Disrupted Day, then:

- (a) where the Share Linked Instruments relate to a single Share, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Observation Cut-Off Date shall be deemed to be such Observation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Observation Cut-Off Date;
- (b) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Observation Date for each Share not affected by the occurrence of a Disrupted Day shall

be the Scheduled Observation Date (or, if earlier, the Observation Cut-Off Date) and the Observation Date for each Share affected (each an "**Affected Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions;

- (c) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Observation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or if the Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Observation Cut-Off Date) and the Observation Date for each Share affected (each an "**Affected Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date (or if the Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day for a Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions; or
- (d) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Observation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Share, unless each of the Common Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day for one or more Shares. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date (notwithstanding the fact that such day may be a Disrupted Day for a Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to each Share for which the Observation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions.

"Observation Period" means, in respect of a Share:

- (a) if the consequence of "Extension" is specified in the applicable Final Terms to be applicable, each period commencing on, the Observation Period Start Date, following

adjustment of such date pursuant to these Share Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, following adjustment of such date pursuant to these Share Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms); or

- (b) if the consequence of "No Extension" is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, prior to any adjustment of such date pursuant to these Share Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, prior to any adjustment of such date pursuant to these Share Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms).

"Observation Period End Date" means, in respect of a Share, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Observation Period Start Date" means, in respect of a Share, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Physical Delivery Notes" means Notes redeemed by physical delivery.

"Related Exchange" means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, "Related Exchange" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"Scheduled Observation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

"Scheduled Trading Day" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

"Scheduled Valuation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

"Shares" and **"Share"** mean, subject to adjustment in accordance with these Share Linked Conditions, the shares or a share specified in the applicable Final Terms and related expressions shall be construed accordingly.

"Share Closing Price" means, in respect of a Share and any relevant date, subject to these Share Linked Conditions, an amount equal to the official closing price of such Share quoted on the relevant Exchange as determined by the Calculation Agent on such date.

"Share Company" means, in respect of a Share, the company that has issued such Share.

"Share Performance" means unless otherwise specified in the applicable Final Terms, in respect of a Share and any relevant date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the Share Closing Price of such Share on such day, divided by (b) the Initial Price of such Share.

"Share Price" means, in respect of a Share and a time on any day and subject to these Share Linked Conditions, the price of such Share at such time on such day as determined by the Calculation Agent.

"Share Substitution Criteria" means (and the Share Substitution Criteria shall be deemed to be satisfied if), unless otherwise provided in the applicable Final Terms, in respect of a Share and any other relevant share:

- (a) the relevant issuer of such other relevant share belongs to a similar economic sector as the Share Company of such Share; and
- (b) the relevant issuer of such other relevant share has a comparable market capitalisation and international standing as the Share Company in respect of such Share.

"Strike Date" means the date specified as such in the applicable Final Terms.

"Trade Date" means the date specified as such in the applicable Final Terms.

"Trading Disruption" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange.

"Valuation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Valuation Date or, if earlier, the Scheduled Trading Day (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

"Valuation Date" means each Valuation Date specified in the applicable Final Terms or if that is not a Scheduled Trading Day the immediately following Scheduled Trading Day, (or, where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Share Linked Instruments relate to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to, and including, the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date;

- (b) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Share affected (each an "**Affected Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions;
- (c) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Share affected (each an "**Affected Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to, and including, the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Share (notwithstanding the fact that such day may be a Disrupted Day for a Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions; or
- (d) where the Share Linked Instruments relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Valuation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Share, unless each of the Common Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day for one or more Shares. In that case, or if the Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day for a Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to each Share for which the Valuation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

"Valuation Time" means the Valuation Time specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the

relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

"Worst Performing Share" means, in respect of a Basket of Shares and the Valuation Date (unless otherwise specified in the applicable Final Terms), the Share with the lowest Share Performance on such day, as determined by the Calculation Agent (provided that if two or more Shares have the same lowest Share Performance on such day, the Calculation Agent shall determine which Share shall be the Worst Performing Share in its sole and absolute discretion, and such Share shall be the Worst Performing Share).

3. **Barrier Event**

- (a) A **"Barrier Event (intraday)"** means (and a Barrier Event (intraday) shall be deemed to occur if), in respect of a Share, the Calculation Agent determines that the Share Price of such Share as of the Barrier Event Valuation Time (intraday) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Share and such Barrier Event Determination Day.

For the purpose of determining whether a Barrier Event (intraday) has occurred on any day, the definition of Market Disruption Event specified in Share Linked Condition 4 shall be amended such that (i) all references to "during the one-hour period that ends at the relevant Valuation Time" shall be deleted, and (ii) in the definition of "Early Closure" appearing in Share Linked Condition 2, each reference to "Valuation Time" and "Scheduled Closing Time" shall be construed as a reference to "Barrier Event Valuation Time (intraday)".

- (b) A **"Barrier Event (closing)"** means (and a Barrier Event (closing) shall be deemed to occur if), in respect of a Share, the Calculation Agent determines that the Share Closing Price of any Share as of the Barrier Event Valuation Time (closing) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Share and such Barrier Event Determination Day.

4. **Market Disruption**

"Market Disruption Event" means, in relation to a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the Valuation Time for such Share or (c) an Early Closure.

5. **Correction to Share Prices**

If the price of a Share published on any Valuation Date, Observation Date, or an Averaging Date (or other relevant date, as determined by the Calculation Agent) as the case may be, by the relevant Exchange and which is utilised for any calculation or determination made for the purposes of the Notes (a **"Relevant Calculation"**) is subsequently corrected and the correction (the **"Corrected Share Price"**) published by the relevant Exchange no later than two Business Days prior to the date on which payment of any amount or delivery of any assets may have to be made pursuant to such Relevant Calculation, then such Corrected Share Price shall be deemed to be the relevant price for such Share on such Averaging Date, Observation Date or Valuation Date (or other relevant date, as determined by the Calculation Agent), as the case may be, and the Calculation Agent shall use such Corrected Share Price in determining the relevant price and/or whether the Barrier Event (closing) or Barrier Event (intraday), as the case may be, has been triggered.

6. **Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency and Announcement Event**

- (a) (1) **"Potential Adjustment Event"** means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
 - (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
 - (iii) an extraordinary dividend as determined by the Calculation Agent;
 - (iv) a call by a Share Company in respect of relevant Shares that are not fully paid;
 - (v) a repurchase by the Share Company or any of its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
 - (vi) in respect of a Share Company an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
 - (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.
- (2) Following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends stock loan rate or liquidity relative to the relevant Share) and determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.
- (3) If "**Local Tax Adjustment**" is specified in the applicable Final Terms as being applicable, then, in its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Instruments, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

"Local Taxes" shall mean taxes, duties, and similar charges imposed by or that could be imposed by the taxing authority of the Local Jurisdiction as specified in the applicable Final Terms.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of residence of the Issuer or any of its affiliates or agents.

- (4) Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the adjustment to the terms of the Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

(b) **"De-listing"** means, in respect of any relevant Shares:

- (i) in the case where the Exchange is not located in the United States, such Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union); or
- (ii) in the case where the Exchange is located in the United States, such Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the applicable Final Terms, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors).

If the Shares are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Shares.

"Announcement Event" means the public announcement by the Share Company or a third party in relation to the Shares and/or the Share Company of an intention to enter into a transaction or take an action that, if such transaction or action were consummated or taken before the Relevant Event Cut-Off Date, would constitute a Merger Event, Nationalisation, Delisting or Tender Offer as determined by the Calculation Agent, regardless of whether that transaction or action is scheduled to be consummated or taken, or is actually consummated or taken, before the Relevant Event Cut-Off Date or at all. Announcements capable of falling within the description above include any announcement by the Share Company or a third party of an intention to pursue "strategic alternatives" or a similar announcement, or any subsequent announcement relating to the same subject matter (including a subsequent announcement that the relevant transaction, event or strategy will not be pursued or consummated, as the case may be).

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company (i) all the Shares of that Share Company are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Shares of that Share Company become legally prohibited from transferring them.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"Merger Event" means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before the Relevant Event Cut-off Date.

"Relevant Event Cut-off Date" means, in respect of (i) Cash Settled Instruments, the last occurring Valuation Date or Observation Date, as the case may be, or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant Instrument or (ii) in the case of Physical Delivery Notes, the Maturity Date, or (iii) Physical Delivery W&C Instruments the relevant Settlement Date.

"Nationalisation" means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"Tender Offer" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

"Tender Offer Date" means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

- (c) If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs and/or (z) if Announcement Event is specified as applicable in the applicable Final Terms, an Announcement Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any terms of the Terms and Conditions and/or the applicable Final Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Announcement Event, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Announcement Event made by any options exchange to options on the Shares traded on that options exchange and the relevant adjustments may in the case of adjustments following a Merger Event,

Tender Offer or Announcement Event include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares; or

- (ii) (A) in the case of Notes, give notice to the Noteholders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (A) in the case of W&C Instruments, cancel the W&C Instruments by giving notice to Holders in accordance with W&C Instruments Condition 12. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Announcement Event, as the case may be, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12; or
- (iii) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Announcement Event, as the case may be, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or
- (iv) unless the applicable Final Terms provides that "Share Substitution" shall not be applicable, then on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency, De-listing or Announcement Event (as the case may be):
 - (A) Where the Share Linked Instruments relate to a single Share, the Calculation Agent may substitute the share (the "**Substitute Share**") selected by it in accordance with the Share Substitution Criteria in place of such Share (the "**Affected Share**") which is affected by such Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing or Announcement Event and the Substitute Share will be deemed to be a "Share" and the relevant issuer of such shares, a "Share Company" for the purposes of the Instruments, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Instruments was to be determined by reference to the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms), the relevant price

of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$A \times (B/C)$$

Where:

"A" is the official closing price of the relevant Substitute Share on the relevant exchange, as determined by the Calculation Agent, on the date that the substitution is effected;

"B" is the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms) where such price is defined in the applicable Final Terms for the purposes of calculating any value or determining any amount payable in respect of the Instruments; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the date that the substitution is effected.

- (B) Where the Share Linked Instruments relate to a Basket of Shares, the Calculation Agent may adjust the basket of Shares to include a share or shares (the "**Substitute Shares**") selected by it in accordance with the Share Substitution Criteria in place of the Share(s) (the "**Affected Share(s)**") which are affected by such Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing or Announcement Event and the Substitute Shares will be deemed to be "Shares" and the relevant issuer of each such share, a "Share Company" for the purposes of the Instruments, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Instruments was to be determined by reference to the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms), the relevant price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$A \times (B/C)$$

Where:

"A" is the official closing price of the relevant Substitute Share on the relevant exchange, as determined by the Calculation Agent on the date that the substitution is effected;

"B" is the price of the Affected Share on the Trade Date (or any such other historical date specified in the applicable Final Terms) where such price is defined in the applicable Final Terms for the purposes of calculating any value or determining any amount payable in respect of the Instruments; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the date that the substitution is effected.

The weighting of each Substitute Share in the basket will be equal to the weighting of the relevant Affected Share.

Upon the occurrence of a Merger Event, De-listing, Nationalisation, Insolvency, Announcement Event, or if applicable, Tender Offer, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the occurrence of the Merger Event, Tender Offer, De-listing,

Nationalisation, Insolvency or Announcement Event, or as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Announcement Event, as the case may be.

7. **Non-euro Quoted Shares**

In respect of Share Linked Instruments relating to Shares originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty, if such Shares are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange or, where no Exchange is specified in the applicable Final Terms, the principal market on which those Shares are traded, then the Calculation Agent will adjust any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Instruments. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Valuation Time at an appropriate mid market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this provision will affect the currency denomination of any payment obligation arising out of the Instruments.

8. **Additional Disruption Events**

- (a) **"Additional Disruption Event"** means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow and/or Insolvency Filing, in each case if specified in the applicable Final Terms.

"Change in Law" means that, on or after the Trade Date (as specified in the applicable Final Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Share or (B) the Issuer and/or any of its Affiliates will incur a materially increased cost in performing its obligations in relation to the Share Linked Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its affiliates).

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Share Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Hedging Shares" means the number of Shares that the Calculation Agent deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Share Linked Instruments.

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Share Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

"Increased Cost of Stock Borrow" means that the Issuer and/or any of its affiliates would incur a rate to borrow Shares that is greater than the Initial Stock Loan Rate.

"Initial Stock Loan Rate" means, in respect of a Share, the Initial Stock Loan Rate specified in relation to such Share in the applicable Final Terms.

"Insolvency Filing" means that a Share Company 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, or it consents to 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 or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company shall not be deemed an Insolvency Filing.

"Loss of Stock Borrow" means that the Issuer and/or any affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Share in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

"Maximum Stock Loan Rate" means in respect of a Share, the Maximum Stock Loan Rate specified in the applicable Final Terms.

- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii)
 - (A) in the case of Notes, give notice to Holders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
 - (A) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.
- (d) If the applicable Final Terms provides that "Share Substitution" is applicable, upon the occurrence of an Additional Disruption Event the provisions of Share Linked Condition

6(c)(iv)(A) or 6(c)(iv)(B) (as is applicable) shall apply in respect of an Additional Disruption Event where any reference to "Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing or Announcement Event" in Share Linked Conditions 6(c)(iv)(A) and 6(c)(iv)(B) shall be replaced by "Additional Disruption Event", and any other relevant references shall be construed accordingly.

9. **Application of Dividend Conditions**

Share Linked Conditions 10 and/or 11 (as specified in the applicable Final Terms) shall only apply to any Share Linked W&C Instruments in respect of which the applicable Final Terms specify that the "Dividend Conditions" shall be applicable.

10. **Definitions (Dividend Conditions)**

"Dividend Period" means, in respect of the Share and:

- (a) American Style Warrants, the period commencing on, but excluding, the Trade Date and ending on, and including, the Expiration Date or the Actual Exercise Date (if earlier) of such Warrant; or
- (b) European Style Warrants and Certificates, the period commencing on, but excluding, the Trade Date and ending on, and including, the Exercise Date.

"Dividend Taxes" means, in respect of the Share and a Relevant Cash Dividend, any amounts that would have been withheld for or on account of tax if such cash dividend is paid to a Hypothetical Broker Dealer as the holder of one Share, and excluding any reduction of such tax that is available to a Hypothetical Broker Dealer pursuant to a double tax treaty or any other applicable domestic exemption, where each such tax is converted into the Settlement Currency using the relevant Exchange Rate on or around the date on which such tax is due, as determined by the Calculation Agent.

"Ex-Dividend Date" means, in respect of the Share and a Gross Cash Dividend in respect of such Share, the date that the Share commences trading ex-dividend in respect of such Gross Cash Dividend on the Exchange, as determined by the Calculation Agent.

"Exchange Rate" means the rate specified as such in the applicable Final Terms.

"Gross Cash Dividend" means, in respect of the Share, each sum declared by the relevant Share Company as a dividend for one such Share before the withholding or deduction of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such a dividend, and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon.

"Hypothetical Broker Dealer" means a hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as applicable to the Issuer or the Dealer, provided, however, that such hypothetical broker dealer is deemed not entitled to any benefits, exemption or reduction in tax pursuant to any double tax treaty or otherwise.

"Relevant Cash Dividend" means in respect of the Share, a Gross Cash Dividend per Share as declared by the relevant Share Company where the Ex-Dividend Date falls within the Dividend Period and the full payment in cash in respect of such Gross Cash Dividend would have been made to a Hypothetical Broker Dealer as the holder of one Share within the Dividend Period, as determined by the Calculation Agent.

11. **Additional Amounts**

Unless the W&C Instruments have previously been exercised, or purchased and cancelled in accordance with the Conditions (as supplemented and amended herein), the Issuer shall pay to the Holder of each W&C Instrument the Additional Amount in respect of such W&C Instrument on each Additional Amount Payment Date. W&C Instruments Conditions 26(A) and 26(B) (in

respect of Warrants) and W&C Instruments Conditions 33(A) and 33(B) (in respect of Certificates) shall not apply.

"Additional Amount" means, in respect of the Share and a Relevant Cash Dividend, an amount calculated by the Calculation Agent as:

- (a) an amount equal to the difference between (i)(A) the product of the Additional Amount Proportion multiplied by the Relevant Cash Dividend per Share that would have been received by a Hypothetical Broker Dealer as the holder of one Share, divided by (B) the relevant Exchange Rate on or around the date on which such Relevant Cash Dividend would have been received by a Hypothetical Broker Dealer from the relevant Share Company, minus (ii) any Dividend Taxes; multiplied by
- (b) the Number of Shares per W&C Instrument in respect of the Share.

"Additional Amount Payment Date" means, unless otherwise specified in the applicable Final Terms, in respect of each Additional Amount, the fifth Business Day following the date on which the corresponding Relevant Cash Dividend would have been received, from the relevant Share Company by a Hypothetical Broker Dealer as the holder of the relevant Share.

"Additional Amount Proportion" means the amount specified as such in the applicable Final Terms.

"Number of Shares per W&C Instrument" means the amount specified as such in the applicable Final Terms.

ANNEX 3

ADDITIONAL TERMS AND CONDITIONS FOR LOW EXERCISE PRICE WARRANTS

1. Application and Interpretation

(a) Application to Share Linked W&C Instruments

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to the relevant Share Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**"), the additional terms and conditions for Share Linked Instruments (the "**Share Linked Conditions**") and the additional terms and conditions for low exercise price warrants set out below (the "**LEPW Conditions**"), in each case subject to completion and/or amendment and/or modification in the applicable Final Terms. In the event of any inconsistency between (i) the W&C Instruments Conditions or the Share Linked Conditions and (ii) the LEPW Conditions, the LEPW Conditions shall prevail. In the event of any inconsistency between (i) the W&C Instruments Conditions, the Share Linked Conditions or the LEPW Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

(b) Application to Index Linked W&C Instruments

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to the relevant Index Linked W&C Instruments shall comprise the W&C Instruments Conditions, the additional terms and conditions for Index Linked Instruments (the "**Index Linked Conditions**") and the LEPW Conditions, in each case subject to completion and/or amendment and/or modification in the applicable Final Terms. In the event of any inconsistency between (i) the W&C Instruments Conditions or the Index Linked Conditions and (ii) the LEPW Conditions, the LEPW Conditions shall prevail. In the event of any inconsistency between (i) the W&C Instruments Conditions, the Index Linked Conditions or the LEPW Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

(c) In respect of any W&C Instruments to which the LEPW Conditions apply, the applicable Final Terms may amend and/or modify any terms, conditions and definitions specified in these LEPW Conditions, the W&C Instruments Conditions, the Share Linked Conditions and/or the Index Linked Conditions.

2. Definitions

Unless otherwise specified in the applicable Final Terms, for the purposes of these LEPW Conditions, the following words and expressions shall have the following meanings:

"Actual Exercise Date" has the meaning given to it in the W&C Instruments Conditions.

"Additional Amount" means, in respect of the Share and a Relevant Cash Dividend, the greater of zero and an amount calculated by the Calculation Agent as:

- (a) an amount equal to the difference between (i)(A) the aggregate of 100 per cent. of the Relevant Cash Dividend per Share that would have been received by a Hypothetical Broker Dealer as the holder of one Share, divided by (B) the relevant Exchange Rate on or around the date on which such Relevant Cash Dividend would have been received by a Hypothetical Broker Dealer from the relevant Share Company, minus (ii) any Dividend Taxes or if the applicable Final Terms specify "**Dividend Taxes (PRC) Deduction**" to be applicable, any Dividend Taxes (PRC); multiplied by
- (b) the Number of Shares per Warrant.

"Additional Amount Payment Date" means, in respect of each Additional Amount, the fifth Business Day following the date on which the corresponding Relevant Cash Dividend would

have been received, from the relevant Share Company by a Hypothetical Broker Dealer as the holder of the relevant Share.

"Applicable Hedge Positions" means, in respect of (i) any Share Linked W&C Instruments, the number of Shares equal to the number of W&C Instruments exercised on the relevant Actual Exercise Date multiplied by the Ratio, and (ii) any Index Linked W&C Instruments, the Related Hedging Arrangements.

"Additional Warrants" means further W&C Instruments issued pursuant to W&C Instruments Condition 14.

"Business Day Convention", in relation to any particular date, if any of the following expressions are specified in the applicable Final Terms, they shall have the following meanings in relation to any relevant day which is not a Business Day:

- (a) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (b) **"Modified Following Business Day Convention"** means that the relevant date shall be postponed to 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;
- (c) **"Nearest"** means that the relevant date shall be the first preceding day that is a Business Day, if the relevant date would otherwise fall on a day other than a Sunday or a Monday, and will be the first following day that is a Business Day, if the relevant date would otherwise fall on a Sunday or a Monday;
- (d) **"Preceding Business Day Convention"** means that the relevant date will be the first preceding day that is a Business Day; and
- (e) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

"Cost" means, as determined by the Calculation Agent in its sole discretion, as attributed to each W&C Instrument, any brokerage commissions, stock exchange or clearing system charges or other similar charges that, directly or indirectly, would have been incurred by a Hypothetical Broker Dealer in connection with (i) the exercise of the W&C Instruments and payments in respect thereof as if such Hypothetical Broker Dealer were the issuer of the W&C Instruments; or (ii) the acquisition, holding, realisation or disposal of the Applicable Hedge Positions or any Related Hedging Arrangements as if such Hypothetical Broker Dealer were a holder of or party to the Applicable Hedge Positions or such Related Hedging Arrangements.

"Dividend Period" means, in respect of the Share and:

- (a) American Style Warrants, the period commencing on, but excluding, the Trade Date and ending on, and including, the last day of the Exercise Period or the Actual Exercise Date (if earlier) applicable to a W&C Instrument; or
- (b) European Style Warrants, the period commencing on, but excluding, the Trade Date and ending on, and including, the Exercise Date.

"Dividend Taxes" means, in respect of the Share and a Relevant Cash Dividend, any amounts that would have been withheld for or on account of tax if such cash dividend were paid to a Hypothetical Broker Dealer as the holder of one Share, and excluding any reduction of such tax that would have been available to a Hypothetical Broker Dealer pursuant to a double tax treaty or any other applicable domestic exemption, where each such tax is converted into the Settlement Currency using the relevant Exchange Rate on or around the date on which such tax is due, as determined by the Calculation Agent.

"Dividend Taxes (PRC)" means, in respect of the Share and a Relevant Cash Dividend, any amounts that would have been or could have been withheld, or otherwise incurred or paid by a

Hypothetical Broker Dealer, for or on account of tax if such cash dividend were paid to a Hypothetical Broker Dealer as the holder of one Share, and excluding any reduction of such tax that would have been available to a Hypothetical Broker Dealer pursuant to a double tax treaty or any other applicable domestic exemption, where each such tax is converted into the Settlement Currency using the relevant Exchange Rate on or around the date on which such tax is due, as determined by the Calculation Agent.

"Ex-Dividend Date" means, in respect of the Share and a Gross Cash Dividend in respect of such Share, the date that the Share commences trading ex-dividend in respect of such Gross Cash Dividend on the Exchange, as determined by the Calculation Agent.

"Exchange", in respect of: (a) Index Linked W&C Instruments, has the meaning given to it in Index Linked Condition 2 (*Definitions*) or (b) Share Linked W&C Instruments, has the meaning given to it in Share Linked Condition 2 (*Definitions*), provided that where "Pre-IPO Share" is specified as applicable in the applicable Final Terms, then "Exchange" means, in relation to a Share and as of any time from, and including, the Listing Date, each exchange or quotation system specified as such for such Share in the applicable Final Terms, or any other exchange or quotation system as selected by the Issuer in its absolute discretion and notified to the Holders in accordance with W&C Instruments Condition 12 (*Notices*) or any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

"Exchange Rate" means Exchange Rate 1, Exchange Rate 2 or Exchange Rate 3, as specified in the applicable Final Terms, or such other rate as specified in the applicable Final Terms.

"Exchange Rate 1" means, in respect of any relevant date, the prevailing rate of exchange on such date in the non-deliverable foreign exchange market for converting the Local Currency into the Settlement Currency (expressed as the number of units (or part units) of the Local Currency for which one unit of the Settlement Currency can be exchanged on a present value basis) (the **"NDF Rate"**), as quoted by a leading dealer in such non-deliverable foreign exchange market, as determined by the Calculation Agent. If no quotation of the NDF Rate is provided as requested in respect of any relevant date, the Calculation Agent shall determine the value of the Exchange Rate 1, taking into consideration all available information as it in good faith deems relevant.

"Exchange Rate 2" means, in respect of any relevant date, an amount equal to the (a) spot rate of exchange, or (b) bid rate of exchange, or (c) mid rate of exchange, or (d) offer rate of exchange, as specified in the applicable Final Terms, appearing on the FX Price Source at or around the FX Valuation Time on such day (expressed as the number of units (or part units) of the Local Currency for which one unit of the Settlement Currency can be exchanged (such rate, the **"Specified Rate"**), provided that if the Specified Rate is not published on the FX Price Source at or around the FX Valuation Time on such day, the Calculation Agent shall determine the value of the Exchange Rate 2, taking into consideration all available information as it in good faith deems relevant.

"Exchange Rate 3" means, in respect of any relevant date, the weighted average rate of exchange on such date for converting the Local Currency into the Settlement Currency (expressed as the number of units (or part units) of the Local Currency for which one unit of the Settlement Currency can be exchanged), as determined by the Calculation Agent, taking into consideration all available information as it in good faith deems relevant, which information shall include such sources selected by the Calculation Agent and/or rates of exchange as the Calculation Agent determines would be realised by a Hypothetical Broker Dealer converting into Settlement Currency any amounts received by the Hypothetical Broker Dealer as holder of the relevant Share or any amounts received in connection with a hypothetical disposition of the Applicable Hedge Positions on the Actual Exercise Date or during the Final Execution Period.

"Exercise Period Start Date" means the Tranche 1 Issue Date or the Listing Date as specified in the applicable Final Terms.

"EXP" means, in respect of any W&C Instrument, the total number of calendar days falling in the period commencing on, but excluding, the Trade Date and ending on, and including, the Actual Exercise Date for such W&C Instrument.

"Final Execution Period" means, in respect of any W&C Instrument, the period commencing on, and including, the Actual Exercise Date for such W&C Instrument and ending on, and including, the earliest date by which a Hypothetical Broker Dealer could realise or dispose of the entirety of its Applicable Hedge Positions in a commercially reasonable manner (such date, the **"Final Execution Date"**).

"FX Price Source" means, in respect of a Specified Rate, the price source(s) specified in the applicable Final Terms for such Specified Rate, or if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"FX Valuation Time" means such time in such place specified as such in the applicable Final Terms.

"Gross Cash Dividend" means, in respect of the Share, each sum declared by the relevant Share Company as a dividend for one such Share before the withholding or deduction of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such a dividend, and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon.

"Hypothetical Broker Dealer" means a hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as applicable to the Issuer or any of its Affiliates designated by the Issuer provided, however, that such hypothetical broker dealer is deemed not entitled to any benefit, exemption or reduction in Tax pursuant to any double tax treaty, application of netting or otherwise.

"IN" means the Issue Price as specified in the applicable Final Terms.

"Listing Date" means, in respect of a Share, the first date, as determined by the Calculation Agent, on which such Share is listed on the official list of the relevant Exchange.

"Local Costs" means, as determined by the Calculation Agent, the quotient of (a) any brokerage commissions, stock exchange or clearing system charges or other similar charges that would have been incurred by the Hypothetical Broker Dealer in connection with (i) the exercise of the W&C Instruments and payments in respect thereof (as if the Hypothetical Broker Dealer were the issuer of the W&C Instruments), and (ii) the acquisition, holding or disposal of the Applicable Hedge Positions, divided by (b) the Applicable Hedge Positions.

"Local Costs (Share Closing Price)" means, as determined by the Calculation Agent, the quotient of (a) any brokerage commissions, stock exchange or clearing system charges or other similar charges actually incurred by the Issuer or any of its Affiliates in connection with (i) the exercise of the W&C Instruments and payments in respect thereof, and (ii) the acquisition, holding or disposal of the Applicable Hedge Positions, divided by (b) the Applicable Hedge Positions.

"Local Currency" means the currency specified as such in the applicable Final Terms.

"Max" followed by a series of amounts inside brackets means whichever is the greater of the amounts separated by a semi-colon inside those brackets.

"Multiplier" means an amount specified as such in the applicable Final Terms, provided that if the applicable Final Terms specify "Multiplier" to be not applicable, then "Multiplier" shall be deemed to have a value of one (1), subject as may be otherwise specified in the applicable Final Terms.

"Number of Shares per Warrant" means the amount specified as such in the applicable Final Terms.

"Number of Settlement Business Days" means five Business Days or such other number of Business Days as specified in the applicable Final Terms.

"Original Scheduled Expiration Date" means the date specified in the applicable Final Terms.

"PRC" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"PRC Taxes" means, as determined by the Calculation Agent in its sole discretion, having regard to any relevant tax that the Issuer or its Affiliates could be assessed or could incur, based on professional tax advice provided to the Calculation Agent at any time, as attributed to each W&C Instrument, the gross amount of any tax (including any transfer, registration, stamp duty, capital gain taxes, value added taxes, business taxes or similar taxes), levy, impost, duty, charge, assessment or fee of any nature (including interests, penalties and additions thereon) imposed by a Taxing Authority in the PRC that a Hypothetical Broker Dealer could be assessed or could incur at any time in connection with (a) the exercise of the W&C Instruments and payments in respect thereof as if the Hypothetical Broker Dealer were the issuer of the W&C Instruments; or (b) the acquisition, holding, realisation or disposal of the Applicable Hedge Positions.

"PRC Taxes (Share Closing Price)" means, as determined by the Calculation Agent in its sole discretion, having regard to any professional tax advice provided to the Calculation Agent at any time, as attributed to each W&C Instrument, the gross amount of any tax (including any transfer, registration, stamp duty, capital gain taxes, value added taxes, business taxes or similar taxes), levy, impost, duty, charge, assessment or fee of any nature (including interests, penalties and additions thereon) imposed by a Taxing Authority in the PRC that the Issuer or its Affiliates could be assessed or could incur at any time in connection with (a) the exercise of the W&C Instruments and payments in respect thereof; or (b) the acquisition, holding, realisation or disposal of the Applicable Hedge Positions.

"Rate" means an amount specified in the Final Terms, provided that where "Rate" is specified as "Not Applicable" in the applicable Final Terms, "Rate" shall be deemed to be equal to zero, subject as may be otherwise specified in the applicable Final Terms.

"Ratio" means an amount specified in the applicable Final Terms, subject to adjustment in accordance with the Share Linked Conditions.

"Record Date" means, in respect of any distribution or payment or the determination of the rights of any Holder of the Share Linked W&C Instruments pursuant to Share Linked Condition 6(a), as amended by LEPW Condition 5 or LEPW Condition 13, as applicable, such date as determined by the Calculation Agent in its sole and absolute discretion, for the purposes of determining the Holders who are entitled to such distribution, payment or rights, as the case may be.

"Related Exchange" in respect of: (a) Index Linked W&C Instruments, has the meaning given to it in Index Linked Condition 2 (*Definitions*) or (b) Share Linked W&C Instruments, has the meaning given to it in Share Linked Condition 2 (*Definitions*), provided that where "Pre-IPO Share" is specified as applicable in the applicable Final Terms, then **"Related Exchange"** means, in relation to a Share and as of any time from, and including, the Listing Date, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean in relation to such Share and as of any time from, and including, the Listing Date, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

"Related Hedging Arrangements" means any one or more positions or contracts in securities, options, futures, derivatives, foreign exchange or other instruments or arrangements (howsoever described) that the Calculation Agent determines, in its sole discretion, a Hypothetical Broker Dealer, directly or indirectly, could purchase, sell, maintain or enter into with or through any person in order to hedge, individually or on a portfolio basis, the W&C Instruments. In making such determination, the Calculation Agent may have regard to any positions, contracts or other instruments or arrangements (howsoever described) that the Issuer or its Affiliates has entered into with any person (including the Issuer's Affiliates) in order to hedge, individually or on a portfolio basis, the obligations in respect of the W&C Instruments.

"Relevant Cash Dividend" means in respect of the Share, a Gross Cash Dividend per Share as declared by the relevant Share Company where the Ex-Dividend Date falls within the Dividend Period and the full payment in cash in respect of such Gross Cash Dividend would have been made to a Hypothetical Broker Dealer as the holder of one Share within the Dividend Period, as determined by the Calculation Agent.

"Relevant Share Price" means, where the Settlement Price specified in the applicable Final Terms is (a) "Settlement Price (Effective Price 2)", the price that, directly or indirectly, would have been realised by a Hypothetical Broker Dealer, acting in a commercially reasonable manner, in realising or disposing of the Applicable Hedge Positions on any relevant day, or (b) "Settlement Price (Share Closing Price 2)", the Share Closing Price of the Share on the Valuation Date for a W&C Instrument.

"Scheduled Expiration Date" means the Original Scheduled Expiration Date, or such later date as determined by the Issuer in its sole and absolute discretion and notified to the Holders in accordance with W&C Instruments Condition 12 (Notices) no later than the fifth Business Day prior to the Original Scheduled Expiration Date, provided that such later date shall not fall later than the Scheduled Expiration Cut-Off Date and, notwithstanding the foregoing, the Issuer shall have no obligation to extend the Original Scheduled Expiration Date.

"Scheduled Expiration Cut-Off Date" means the date specified in the applicable Final Terms.

"Scheduled Settlement Date" means the date specified as such in the applicable Final Terms.

"Settlement Business Day Convention" means the Business Day Convention specified as such in the applicable Final Terms.

"Settlement Currency" means the currency specified as such in the applicable Final Terms.

"Settlement Price" or **"STMP"** means the Settlement Price (Effective Price 1) or Settlement Price (Effective Price 2) or Settlement Price (Index Closing Level) or Settlement Price (Share Closing Price 1) or Settlement Price (Share Closing Price 2), as specified in the applicable Final Terms.

"Settlement Price (Effective Price 1)" means the effective price per Share determined by the Calculation Agent equal to the price that, directly or indirectly, would have been realised by a Hypothetical Broker Dealer, acting in a commercially reasonable manner, in realising or disposing of the Applicable Hedge Positions on the Actual Exercise Date or during the Final Execution Period (if the Calculation Agent determines that it would have been necessary for such Hypothetical Broker Dealer to realise or dispose of the Applicable Hedge Positions during such Final Execution Period, rather than on the Actual Exercise Date only, in order to achieve such realisation or disposal in a commercially reasonable manner) (such day, or if more than one, each such day a **"Transaction Date"**) less any Cost and Tax and converted to the Settlement Currency (i) where there is one Transaction Date, at the Exchange Rate in respect of such Transaction Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner), or (ii) where there is more than one Transaction Date, for each amount realised in respect of each such Transaction Date, at the Exchange Rate in respect of such Transaction Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner).

"Settlement Price (Effective Price 2)" means the effective price per Share determined by the Calculation Agent equal to the Relevant Share Price on the Actual Exercise Date or during the Final Execution Period (if the Calculation Agent determines that it would have been necessary for the Hypothetical Broker Dealer to realise or dispose of the Applicable Hedge Positions during such Final Execution Period, rather than on the Actual Exercise Date only, in order to achieve such realisation or disposal in a commercially reasonable manner) (such day, or if more than one, each such day a **"Transaction Date"**) less any Local Costs and PRC Taxes and the resultant amount converted to the Settlement Currency (i) where there is one Transaction Date, at the Exchange Rate in respect of such Transaction Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner), or (ii) where there is more than one Transaction Date, for each amount realised in respect of each such Transaction Date, at the Exchange Rate in respect of such Transaction Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner).

"Settlement Price (Index Closing Level)" means, in respect of any W&C Instrument, the Index Closing Level of the Index on the Valuation Date for such W&C Instrument less any Cost and Tax.

"Settlement Price (Share Closing Price 1)" means, in respect of each W&C Instrument and the Valuation Date for such W&C Instrument, the Share Closing Price of the Share on the Valuation Date for such W&C Instrument less any Cost and Tax and the resultant amount converted to the Settlement Currency at the Exchange Rate in respect of the Valuation Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner).

"Settlement Price (Share Closing Price 2)" means, in respect of each W&C Instrument and the Valuation Date for such W&C Instrument, the Relevant Share Price for such W&C Instrument less any Local Costs (Share Closing Price) and PRC Taxes (Share Closing Price), and the resultant amount converted to the Settlement Currency at the Exchange Rate in respect of the Valuation Date (or such other day as the Calculation Agent deems relevant, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner).

"Strike Price" or **"STXP"** means the Exercise Price as specified in the applicable Final Terms.

"Tax" means, as determined by the Calculation Agent in its sole discretion, having regard to any relevant tax that the Issuer or its Affiliates could be assessed or could incur, based on professional tax advice provided to the Calculation Agent at any time, as attributed to each W&C Instrument, the gross amount of any tax (including any transfer, registration, stamp duty or capital gain taxes), levy, impost, duty, charge, assessment or fee of any nature (including interests, penalties and additions thereon) imposed by a Taxing Authority that a Hypothetical Broker Dealer, directly or indirectly, could be assessed or could incur at any time in connection with (i) the exercise of the W&C Instruments and payments in respect thereof as if the Hypothetical Broker Dealer were the issuer of the W&C Instruments; or (ii) the acquisition, holding, realisation or disposal of the Applicable Hedge Positions or any Related Hedging Arrangements as if the Hypothetical Broker Dealer were a holder of or party to the Applicable Hedge Positions or such Related Hedging Arrangements.

"Taxing Authority" means a governmental, regulatory or other authority having the power to tax.

"Trade Date" means the date specified as such in the applicable Final Terms, provided that if "Following Business Day Adjustment" is specified in the applicable Final Terms and such day is not a Business Day, the Trade Date shall be the immediately succeeding Business Day after such day.

"Tranche 1 Issue Date" means the date specified in the applicable Final Terms (being the issue date of the first tranche of the relevant Series of W&C Instruments).

"Valuation Date" means, in respect of each W&C Instrument, the Actual Exercise Date in respect of such W&C Instrument and if such day is a Disrupted Day, subject to adjustment as a "Valuation Date" in accordance with:

- (a) Index Linked Conditions in the case of Index Linked W&C Instruments; or
- (b) Share Linked Conditions in the case of Share Linked W&C Instruments.

3. **Cash Settlement Amount**

The Cash Settlement Amount payable on the Settlement Date in respect of each W&C Instrument shall be as specified in the applicable Final Terms or if not so specified therein, as determined in accordance with the applicable paragraph below:

- (a)
 - (i) If "Out-performance 1" is specified to be applicable in the applicable Final Terms, the Cash Settlement Amount shall be an amount in the Settlement Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Max}\left\{0; \left[(\text{STMP} - \text{STXP}) + \left(\text{Rate} \times \text{IN} \times \frac{\text{EXP}}{365}\right)\right]\right\}$$

- (ii) If "Out-performance 2" is specified to be applicable in the applicable Final Terms, the Cash Settlement Amount shall be an amount in the Settlement Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Max}\left\{0; \left[(\text{STMP} - \text{STXP}) + \left(\text{Rate} \times \text{IN} \times \frac{\text{EXP}}{360}\right)\right]\right\}$$

- (b) If "Non Out-performance" is specified to be applicable in the applicable Final Terms, the Cash Settlement Amount shall be an amount in the Settlement Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Max}[0; (\text{STMP} - \text{STXP})] \times \text{Multiplier}$$

4. **Additional Amounts**

In respect of any Share Linked W&C Instruments, unless previously exercised or purchased and cancelled, the Issuer shall pay to the Holder of each Share Linked W&C Instrument the Additional Amount in respect of such Share Linked W&C Instrument on each Additional Amount Payment Date. W&C Instruments Conditions 26(A) and 26(B) shall not apply.

5. **Additional Consequences of Potential Adjustment Events**

- (a) In respect of any Share Linked W&C Instruments, Share Linked Condition 6 shall apply, as amended by this LEPW Condition 5.
- (b) Share Linked Condition 6(a)(2) shall be deemed to be deleted and replaced with this LEPW Condition 5(b).

Following the declaration by the relevant Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical or market value of the Share and, if so, the Calculation Agent may, in its sole and absolute discretion, take any one or more of the following actions:

- (i) (A) make the corresponding adjustment(s), if any, to any one or more of the terms of the Terms and Conditions of the W&C Instruments and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share), and (B)

- determine the effective date(s) of such adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange; and/or
- (ii) determine that the Issuer shall issue to Holders of the Warrants as of the Record Date additional Warrants or new warrants linked to the relevant Shares, at such cost, if any, to such Holders, on such terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect, subject at all times to the agreement of the Issuer and the ability of the Issuer to issue and distribute such additional Warrants or such new warrants; and/or
 - (iii) determine that the Issuer shall issue to Holders of the Warrants as of the Record Date new warrants linked to the share capital or other securities of another company created as a result of a spin-off or other similar transaction relating to the relevant Share Company, on such terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect, subject at all times to the agreement of the Issuer and the ability of the Issuer and such Holders respectively to issue and hold such new warrants; and/or
 - (iv) determine, subject at all times to the agreement of the Issuer, that the Issuer shall distribute a cash amount to Holders of the Warrants as of the Record Date, on such terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect.
- (c) Share Linked Condition 6(a)(4) shall be deemed to be deleted and replaced with this LEPW Condition 5(c).

Upon making any determination under LEPW Condition 5(b), the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Instruments Condition 12 (*Notices*), giving brief details of the Potential Adjustment Event and stating the action proposed to be taken in relation thereto, and:

- (i) in respect of a determination pursuant to LEPW Condition 5(b)(i), the adjustment to any one or more of the terms of the Terms and Conditions of the W&C Instruments and/or the applicable Final Terms;
- (ii) in respect of a determination pursuant to LEPW Condition 5(b)(ii):
 - (A) the Record Date;
 - (B) the number of additional Warrants or new warrants to which the Holder of each W&C Instrument is entitled or the number of additional Warrants or new warrants which the Holder of each W&C Instrument is entitled to purchase, as the case may be;
 - (C) if any subscription monies, fees and/or charges are payable, the date on or prior to which such subscription monies, fees and/or charges, as the case may be, must be paid to the Issuer by the Holder of each W&C Instrument in order to purchase additional Warrants or new warrants, if any;
 - (D) the amount of such subscription monies, fees and/or charges payable by the Holder of each W&C Instrument in order to purchase additional Warrants or new warrants, if any;
 - (E) the date on or prior to which the Holder of each W&C Instrument must notify the Principal Warrant Agent and Merrill Lynch International or BofA Securities Europe SA, as the case may be, that it wishes to purchase any additional Warrants or new warrants, if applicable; and
 - (F) the account of the Issuer with the Clearing System to be credited with the amount payable by the Holders (if any);

- (iii) in respect of a determination pursuant to LEPW Condition 5(b)(iii), the Record Date and the number of new warrants to which the Holder of each W&C Instrument is entitled; and
- (iv) in respect of a determination pursuant to LEPW Condition 5(b)(iv), the Record Date and amount payable to the Holder of each W&C Instrument,

provided that (y) if a combination of the consequences specified in LEPW Condition 5(b) are determined by the Calculation Agent to apply, such notice shall state and set out the relevant information applicable to each applicable consequence, and (z) any failure to give, or the non-receipt of, such notice will not affect the validity of the Potential Adjustment Event or any action taken as a consequence of such Potential Adjustment Event.

- (d) In the case of an issue of additional Warrants or new warrants, as the case may be, to Holders pursuant to LEPW Condition 5(b)(ii) in respect of which any subscription monies, fees and/or charges are payable, no Holder shall be entitled to receive any additional Warrants or new warrants (and the Issuer shall not be obliged to issue additional Warrants or new warrants to any Holder) unless:

- (i) each of the Principal Warrant Agent and Merrill Lynch International or BofA Securities Europe SA, as the case may be, has received notice from a relevant Holder that it wishes to purchase such additional Warrants or such new warrants (a "**Notice of Purchase of Additional Warrants**") on or prior to the date specified in the relevant notice from the Calculation Agent pursuant to LEPW Condition 5(c)(ii). Such Notice of Purchase of Additional Warrants shall be given by sending an authenticated instruction by SWIFT message or by any other authorised communication channel, in accordance with the rules and operating procedures of, and in such manner as is acceptable to, Euroclear and/or Clearstream, Luxembourg, as the case may be (in consultation with the Principal Warrant Agent and, in the case of Euroclear/CBL Global Registered Warrants, the Registrar), and which shall include the information set out in Part 5 of Schedule 7 to the English Law Agency Agreement (copies of which are available for viewing and can be obtained during normal business hours at the specified offices of the relevant W&C Instrument Agents); and
- (ii) the Issuer has received payment of the subscription monies on or prior to the date specified in the relevant notice.

For the avoidance of doubt, no Holder shall be obliged to purchase any additional Warrants or new warrants referred to in LEPW Condition 5(b)(ii). However, if such additional Warrants or new warrants are not purchased by the Holder of any W&C Instrument in accordance with the above provisions, the Issuer shall have no further obligation to such Holder to take any action in respect of the relevant Potential Adjustment Event or to pay any amounts in cash to any Holder in lieu thereof.

- (e) In respect of any Share Linked W&C Instruments, where "Pre-IPO Share" is specified to be applicable in the applicable Final Terms:
 - (i) and "Share Substitution" is specified to be applicable in the applicable Final Terms in relation to such Share Linked W&C Instruments, paragraph (b) of the definition of "Share Substitution Criteria" set out in Share Linked Condition 2 (*Definitions*) shall not apply to the Share on or prior to the Listing Date; and
 - (ii) each reference in Share Linked Condition 6(c) (*Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency and Announcement Event*) to "De-listing" shall not apply to the Share on or prior to the Listing Date.
- (f) In respect of any Share Linked W&C Instruments, where the Settlement Price specified in the applicable Final Terms is the "Settlement Price (Effective Price 2)", Share Linked

Condition 6(c)(ii)(B) (*Potential Adjustment Events, Merger Event, Tender Offer, Delisting, Nationalisation, Insolvency and Announcement Event*) shall be deemed to be deleted and replaced with the following:

"(B) in the case of W&C Instruments, cancel the W&C Instruments by giving notice to Holders in accordance with W&C Instruments Condition 12 (*Notices*). If the W&C Instruments are so cancelled the Issuer shall pay in respect of each W&C Instrument an amount equal to the Cash Settlement Amount determined by the Issuer in accordance with the provisions set out at W&C Instruments Condition 4 (*Definitions*) (as completed by the applicable Final Terms), as though the date on which such notice is deemed given in accordance with W&C Instruments Condition 12 (*Notices*) was the Actual Exercise Date for the W&C Instruments. The amount, manner and timing of any such payment shall be notified to the Holders in accordance with W&C Instruments Condition 12 (*Notices*). Other than as provided in this paragraph, no Holder shall be entitled to any payment in respect of any W&C Instrument following such cancellation thereof, and no liability in respect thereof shall attach to the Issuer, the Guarantor or the Calculation Agent; or".

- (g) In respect of any Share Linked W&C Instruments, where the applicable Final Terms specify that "Special Conditions for Potential Adjustment Events" are applicable, this LEPW Condition 5(g) shall apply:
 - (i) In the event that a Relevant Cash Dividend in respect of the Shares is declared by the Share Company during the period from the Issue Date to but excluding the Scheduled Expiration Date, the Issuer shall, in respect of each W&C Instrument remaining outstanding and held in Euroclear or Clearstream, Luxembourg as at the relevant Additional Amount Payment Date, (A) pay an amount equal to the Additional Amount to the relevant Holder on the Additional Amount Payment Date; or (B) provided that all the W&C Instruments remaining outstanding are held by a single Holder, upon election by that Holder, in lieu of paying such Additional Amount to the Holder, issue an amount of further W&C Instruments ("**Further Warrants**") determined by the Calculation Agent, to that Holder at an issue price as determined in the sole discretion of the Calculation Agent acting in good faith.
 - (ii) In the event that any Further Warrants are to be issued at an issue price, no Holder will be obliged to purchase such Further Warrants but if such Further Warrants are not purchased pursuant to the relevant terms of offer, the Issuer shall have no further obligations to the relevant Holder in respect of such Relevant Cash Dividend, as the case may be.
 - (iii) Upon the declaration of a Relevant Cash Dividend by the Share Company and provided that all the W&C Instruments remaining outstanding are held by a single Holder, the Calculation Agent shall give notice as soon as practicable to that Holder in accordance with W&C Instruments Condition 12 (*Notices*) stating the declaration of the Relevant Cash Dividend, the mechanism as to how and the deadline for that Holder to elect to receive payment of Additional Amount or to subscribe for Further Warrants and other details thereof.
 - (iv) In the event that a stock dividend in respect of the Shares or dividend in form of Shares (a "**Relevant Stock Dividend**") is declared by the Share Company during the period from the Issue Date to but excluding the Scheduled Expiration Date, the Issuer shall, in respect of each W&C Instrument remaining outstanding and held in Euroclear or Clearstream, Luxembourg as at the relevant Stock Dividend Payment Date, issue to the relevant Holder an amount of further W&C Instruments equal to the relevant number of additional Shares which would have been received by the Hypothetical Broker Dealer as holder of the Shares as dividend, less any applicable Local Dividend Tax (which shall be calculated and deducted in such manner as the Calculation Agent may determine in its sole discretion). The issue price for such further W&C Instruments shall be determined in the sole discretion of the Calculation Agent acting in good faith. Any applicable

- (A) commissions, and (B) PRC Taxes will, in each case, be deducted from the proceeds from the disposal or realisation of the hedge position for such further W&C Instruments in the manner as set out in the definition of "Settlement Price (Effective Price 2)" above.
- (v) For the avoidance of doubt, the Issuer's obligation to pay any such Additional Amount or issue further W&C Instruments shall be discharged in full by it making such payment or issuing such further W&C Instruments (as the case may be) to Euroclear or (as the case may be) Clearstream, Luxembourg, and neither the Issuer and the Guarantor shall be liable to any Holder in respect of any failure on the part of Euroclear or (as the case may be) Clearstream, Luxembourg to forward or account for such amount or further W&C Instruments to such Holder.
- (vi) For the purposes of this LEPW Condition 5(g):

"Local Dividend Tax" means, in relation to any dividend per Share, ten per cent. (10%) of such dividend, or, if different, the amounts which would have been deductible from, or payable by, the Hypothetical Broker Dealer as the holder of the Shares in respect of such dividend, on account of any taxes on such dividend which would have been imposed by the PRC or applicable taxing authorities thereof on the Hypothetical Broker Dealer as the holder of such Shares, provided that, if, following the Trade Date and prior to the related ex-dividend date, the PRC or applicable taxing authorities thereof have issued written circulars/notices/guidelines to confirm that no such tax would have been deductible from, or payable by, investors including the Hypothetical Broker Dealer, then Local Dividend Tax shall be zero.

"Stock Dividend Payment Date" means, in relation to any Relevant Stock Dividend, five Business Days following the date the Relevant Stock Dividend would have been received by Hypothetical Broker Dealer who would have been entitled to receive it or such earlier date at the sole discretion of the Calculation Agent.

6. Additional Disruption Events

- (a) If the applicable Final Terms specify "Change in Law Amendment" is applicable, the definition of "Change in Law" in Index Linked Condition 6(a) (*Additional Disruption Events*) and Share Linked Condition 8(a) (*Additional Disruption Events*) (as applicable) shall be deemed to be deleted and replaced with the following:

"Change in Law" means that, on or after the Trade Date (as specified in the applicable Final Terms) (i) due to the proposal or adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a Taxing Authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become, or there is a reasonable likelihood that it may or will become, illegal for the Issuer and/or any of its Affiliates or agents to hold, acquire or dispose of the Applicable Hedge Positions or any Related Hedging Arrangements or (B) the Issuer and/or any of its Affiliates or agents has incurred or suffered, or there is a reasonable likelihood that it may or will incur or suffer, a materially increased cost in performing its obligations in relation to the W&C Instruments (including, without limitation, due to any proposed or actual increase in tax liability, decrease in tax benefit or other potential or actual adverse effect on the tax position of the Issuer and/or any of its Affiliates or agents), a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequence in connection with the holding, acquiring, establishing, re-establishing, maintaining, unwinding or disposing of the Applicable Hedge Positions or any Related Hedging Arrangements.

- (b) In respect of any Share Linked W&C Instruments, where the Settlement Price specified in the applicable Final Terms is the "Settlement Price (Effective Price 2)", Share Linked

Condition 8(b)(ii)(B) (*Additional Disruption Events*) shall be deemed to be deleted and replaced with the following:

"(B) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 (*Notices*) and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to a Hypothetical Broker Dealer, acting in a commercially reasonable manner, of terminating, liquidating or unwinding the Applicable Hedge Positions (including any cost of funding in respect of such Applicable Hedge Positions) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12 (*Notices*)."

- (c) In respect of any Share Linked W&C Instruments, where the Settlement Price specified in the applicable Final Terms is the "Settlement Price (Share Closing Price 2)", Share Linked Condition 8(b)(ii)(B) (*Additional Disruption Events*) shall be deemed to be deleted and replaced with the following:

"(B) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 (*Notices*) and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to the Issuer or its Affiliates, acting in a commercially reasonable manner, of terminating, liquidating or unwinding the Applicable Hedge Positions (including any cost of funding in respect of such Applicable Hedge Positions) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12 (*Notices*)."

- (d) In respect of any Share Linked W&C Instruments, the definition of "Additional Disruption Event" in Share Linked Condition 8(a) (*Additional Disruption Events*) shall be deemed to be deleted and replaced with the following:

"**Additional Disruption Event**" means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow, Insolvency Filing, LEPW Non-compliance Event and Regulatory Order, in each case if specified in the applicable Final Terms.

- (e) In respect of any Share Linked W&C Instruments, the following definitions shall be added to Share Linked Conditions 8(a) (*Additional Disruption Events*):

"**LEPW Non-compliance Event**" means, in relation to any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable, where such Share Linked W&C Instruments are linked to a share that is listed and/or traded (or is proposed to be listed and/or traded) on a stock exchange in the Relevant Jurisdiction:

- (i) any non-compliance with or breach, violation or contravention by a Holder of any undertakings, obligations and/or provisions of the Relevant Selling and Transfer Restrictions for the Relevant Jurisdiction;
- (ii) any inaccuracy with respect to any representations made or deemed to be made by a Holder under the Relevant Selling and Transfer Restrictions for the Relevant Jurisdiction;

- (iii) (a) any failure by any Holder to provide the Issuer and/or its Affiliates promptly with any information or document (including, without limitation, any "know your client" information relating to the Holder and/or its associates, affiliates or nominees), or any additional information or additional document, or
- (b) any failure by any Holder to promptly comply with any request of the Issuer, the Guarantor or any of their respective Affiliates to execute any document, including, without limitation, any request to execute any side letter or representation letter, in each case that the Issuer, the Guarantor or any of their respective Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any governmental or regulatory authorities of the Relevant Jurisdiction from time to time,

in each case, as determined by the Issuer.

"Relevant Jurisdiction" means in relation to any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable, that are linked to a share that is listed and/or traded (or is proposed to be listed and/or traded) on a stock exchange in a jurisdiction, such jurisdiction and if the applicable Final Terms specify **"China Connect Share LEPW Conditions"** to be applicable, for the purposes of sub-paragraph (iii)(b) of the definition of "LEPW Non-compliance Event" and the definition of "Regulatory Order", Relevant Jurisdiction shall also include Hong Kong."

"Relevant Selling and Transfer Restrictions" means in relation to any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable and the Relevant Jurisdiction, the provisions set out immediately under the paragraph starting with "For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and..." for such Relevant Jurisdiction in the "Offering and Sale" section of the Offering Circular or such additional selling and transfer restrictions (if any) as specified in the applicable Final Terms.

The Relevant Selling and Transfer Restrictions shall be deemed to be incorporated into and form part of this LEPW Condition 6 (*Additional Disruption Events*).

"Regulatory Order" means in relation to any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable, the governmental or regulatory authority of the Relevant Jurisdiction (i) has requested that the Issuer and/or its Affiliates or agent terminate or otherwise modify any Applicable Hedge Positions and/or any Related Hedging Arrangements, or (ii) imposes any qualitative or quantitative limitation or any other requirements in relation to (a) any Applicable Hedge Positions, and/or (b) any Related Hedging Arrangements, and/or (c) the Share Linked W&C Instruments, and/or (d) the MLBV/MLICo. Guarantee, and/or (e) the Holders and/or (f) any document or matter in relation thereto, which the Issuer reasonably determines will have a material effect on any of the foregoing."

- (f) In respect of any Index Linked W&C Instruments, the definition of "Additional Disruption Event" in Index Linked Condition 6(a) (*Additional Disruption Events*) shall be deemed to be deleted and replaced with the following:

"Additional Disruption Event" means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, LEPW Non-compliance Event and/or Regulatory Order, in each case if specified in the applicable Final Terms.

- (g) In respect of any Index Linked W&C Instruments, the following definitions shall be added to Index Linked Condition 6(a) (*Additional Disruption Events*):

"LEPW Non-compliance Event" means, in relation to any Index Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable:

- (i) any non-compliance with or breach, violation or contravention by a Holder of any undertakings, obligations and/or provisions of the Relevant Selling and Transfer Restrictions for the Relevant Jurisdiction;
- (ii) any inaccuracy with respect to any representations made or deemed to be made by a Holder under the Relevant Selling and Transfer Restrictions for the Relevant Jurisdiction;
- (iii) (a) any failure by any Holder to provide the Issuer and/or its Affiliates promptly with any information or document (including, without limitation, any "know your client" information relating to the Holder and/or its associates, affiliates or nominees), or any additional information or additional document, or
- (b) any failure by any Holder to promptly comply with any request of the Issuer, the Guarantor or any of their respective Affiliates to execute any document, including, without limitation, any request to execute any side letter or representation letter, in each case that the Issuer, the Guarantor or any of their respective Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any governmental or regulatory authorities of the Relevant Jurisdiction from time to time,

in each case, as determined by the Issuer.

"Relevant Jurisdiction" means (a) the People's Republic of China, (b) Taiwan, or (c) such other jurisdiction, in each case as specified in the applicable Final Terms.

"Relevant Selling and Transfer Restrictions" means in relation to any Index Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable and the Relevant Jurisdiction, the provisions set out immediately under the paragraph starting with "For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and..." for such Relevant Jurisdiction in the "Offering and Sale" section of the Offering Circular or such additional selling and transfer restrictions (if any) as specified in the applicable Final Terms.

The Relevant Selling and Transfer Restrictions shall be deemed to be incorporated into and form part of this LEPW Condition 6 (*Additional Disruption Events*).

"Regulatory Order" means in relation to any Index Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable, the governmental or regulatory authority of the Relevant Jurisdiction (i) has requested that the Issuer and/or its Affiliates or agent terminate or otherwise modify any Applicable Hedge Positions and/or any Related Hedging Arrangements, or (ii) imposes any qualitative or quantitative limitation or any other requirements in relation to (a) any Applicable Hedge Positions, and/or (b) any Related Hedging Arrangements, and/or (c) the Index Linked W&C Instruments, and/or (d) the MLBV/MLICo. Guarantee, and/or (e) the Holders and/or (f) any document or matter in relation thereto, which the Issuer reasonably determines will have a material effect on any of the foregoing."

7. Deduction of Cost and Taxes

If the applicable Final Terms specify "Deduction of Cost and Taxes" is applicable, all and any payments (other than any Additional Amount) made by the Issuer in respect of the W&C Instruments (including, without limitation, any payment made by the Issuer upon cancellation of the W&C Instruments) shall be made subject to (and after) deductions to account for all and any applicable Cost and Tax. Unless the applicable Final Terms specify the "Exchange Rate" to be not applicable, any amounts of Cost and Tax will be converted to the Settlement Currency at the Exchange Rate by the Calculation Agent as it deems necessary.

8. Exercise Period

Unless otherwise specified in the applicable Final Terms, in the case of American Style Warrants, the Exercise Period in respect of each Warrant shall commence on, and include, the Exercise Period Start Date and end on, and include, the Scheduled Expiration Date, or if the Scheduled Expiration Date is not an Exercise Business Day, the immediately succeeding Exercise Business Day, provided that where the Exercise Period Start Date specified in the applicable Final Terms is the Listing Date, if the Listing Date does not occur on or before the Scheduled Expiration Date, the Exercise Period shall be deemed to end on the Scheduled Expiration Date.

9. **Settlement Date**

The Settlement Date in relation to each W&C Instrument shall be as specified in the applicable Final Terms or determined in accordance with the applicable paragraph below:

- (a) where the Settlement Price specified in the applicable Final Terms is the Settlement Price (Effective Price 1) or the Settlement Price (Effective Price 2), the Settlement Date will be the Number of Settlement Business Days following the later of (i) the Actual Exercise Date for such W&C Instrument; and (ii) the Final Execution Date; or
- (b) where the Settlement Price specified in the applicable Final Terms is the Settlement Price (Share Closing Price 1) or the Settlement Price (Share Closing Price 2) or the Settlement Price (Index Closing Level), the Settlement Date will be the Number of Settlement Business Days following the Valuation Date for such W&C Instrument.

The Settlement Date in respect of each W&C Instrument exercised or deemed to be exercised on the Scheduled Expiration Date is expected as at the date of the applicable Final Terms to be the Scheduled Settlement Date, and where the applicable Final Terms specifies "Scheduled Settlement Date is Business Day Adjusted", then if the Scheduled Settlement Date is not a Business Day, the Scheduled Settlement Date shall be adjusted in accordance with the Settlement Business Day Convention specified in the applicable Final Terms and subject to any further adjustment in accordance with W&C Instruments Condition 6(A) (*General Provisions*).

10. **Additional Terms and Conditions for Low Exercise Price Warrants linked to China A share traded via the China Connect Service ("China Connect Share LEPW")**

In respect of any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" and "China Connect Share LEPW Conditions" are applicable, LEPU Conditions 10 to 14 (the "**China Connect Share LEPW Conditions**") shall apply. In the event of any inconsistency between (i) the W&C Instruments Conditions, the Share Linked Conditions or the preceding LEPU Conditions 1 to 9 or LEPU Condition 15 and (ii) the China Connect Share LEPW Conditions, the China Connect Share LEPW Conditions shall prevail. In the event of any inconsistency between (i) the W&C Instruments Conditions, the Share Linked Conditions, the preceding LEPU Conditions 1 to 9, LEPU Condition 15 or the China Connect Share LEPW Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

In respect of any Low Exercise Price Warrants, the applicable Final Terms may amend and/or modify any terms, conditions and definitions specified in these LEPU Conditions, the W&C Instruments Conditions, the Share Linked Conditions and/or the Index Linked Conditions.

11. **Additional Definitions**

For the purposes of these China Connect Share LEPW Conditions:

"China Connect Business Day" means any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

"China Connect Service" means the securities trading and clearing links programme developed by the Exchange, SEHK, CSDCC and HKSCC, through which (i) SEHK and/or its Affiliates provides order-routing and other related services for certain eligible securities trade on the

Exchange and (ii) CSDCC and HKSCC provide clearing, settlement, depository and other services in relation to such securities.

"CSDCC" means China Securities Depository and Clearing Corporation.

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session, or on which the China Connect Service fails to open for order-routing during its regular order-routing session, or on which a Market Disruption Event has occurred.

"**Exchange Business Day**" means any Scheduled Trading Day (i) on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) which is a China Connect Business Day.

"HKSCC" means the Hong Kong Securities Clearing Company Limited.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Scheduled Closing Time**" means, in respect of an Exchange, Related Exchange or the China Connect Service and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service on such Scheduled Trading Day, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside of the regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

"**Scheduled Trading Day**" means any day on which (i) each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

"SEHK" means The Stock Exchange of Hong Kong Limited.

12. **Market Disruption**

"**Market Disruption Event**" means, in relation to a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, (c) a China Connect Disruption, which in each case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time for such Share, (d) an Early Closure or (e) a China Connect Early Closure.

For the purposes of the above definition of "Market Disruption Event":

"**China Connect Disruption**" means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to the Share on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of Shares through the China Connect Service.

"**China Connect Early Closure**" means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

13. **Additional Consequences of Potential Adjustment Events**

In respect of any Share Linked W&C Instruments where the applicable Final Terms specify China Connect Share LEPW Conditions are applicable:

- (a) LEPW Condition 5 shall apply, save that LEPW Condition 5(b) shall be amended by adding the following paragraph after LEPW Condition 5(b)(iv):

"In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Share of any Potential Adjustment Event, any actions, and any related adjustments to the Terms and Conditions and/or the applicable Final Terms, the Calculation Agent shall take into account any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such Potential Adjustment Event in respect of Share held through the China Connect Service."

- (b) Share Linked Condition 6(c)(i) beginning with the words "(i) require the Calculation Agent..." shall be deemed to be deleted and replaced with this LEPW Condition 13(b):

"(i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any terms of the Terms and Conditions and/or the applicable Final Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Announcement Event, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Announcement Event made by any options exchange to options on the Shares traded on that options exchange and the relevant adjustments may in the case of adjustments following a Merger Event, Tender Offer or Announcement Event include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares. In its determination of any adjustments to the Terms and Conditions and/or the applicable Final Terms to account for the economic effect on the W&C Instruments of the relevant De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Announcement Event, as applicable, the Calculation Agent shall take into account any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Announcement Event in respect of the Share held through the China Connect Service; or"

14. Additional Disruption Events

In respect of any Share Linked W&C Instruments where the applicable Final Terms specify China Connect Share LEPW Conditions are applicable:

- (a) LEPW Condition 6 shall apply, save that LEPW Condition 6(d) shall be deemed to be deleted and replaced with this LEPW Condition 14(a):

The definition of "Additional Disruption Event" in Share Linked Condition 8(a) (*Additional Disruption Events*) shall be deemed to be deleted and replaced with the following:

"**Additional Disruption Event**" means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow, Insolvency Filing, China Connect Share Disqualification, China Connect Service Termination, LEPW Non-compliance Event and/or Regulatory Order, in each case if specified in the applicable Final Terms.

For the purposes of the above definition of "**Additional Disruption Event**":

"China Connect Share Disqualification" means, on or after the Trade Date, the relevant Share ceases to be accepted as "China Connect Securities" (as defined in the rules of the exchange of SEHK) for the purpose of the China Connect Service.

"China Connect Service Termination" means, on or after the Trade Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, the Share through the China Connect Service and the Calculation Agent determines that there is a reasonable likelihood that such suspension or termination is not, or will not be, temporary.

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Share Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s). For these purposes, "using commercially reasonable efforts" shall not require the Issuer and/or any of its Affiliates or agents to use any quota granted to the Issuer and/or its Affiliates or agents under the Qualified Foreign Institutional Investor (QFII) or Renminbi Qualified Foreign Institutional Investor (RQFII) schemes.

"LEPW Non-compliance Event" shall have the meaning given to it in LEPW Condition 6(e), provided that if "ChiNext Share" or "STAR Market Share" is specified as applicable in the applicable Final Terms, "LEPW Non-compliance Event" shall mean in relation to any W&C Instruments:

- (i) any non-compliance with or breach, violation or contravention by a Holder of any undertakings, obligations and/or provisions of the ChiNext Share Connect Selling Restrictions or the STAR Market Share Connect Selling Restrictions, as applicable;
- (ii) any inaccuracy with respect to any representations made or deemed to be made by a Holder under the ChiNext Share Connect Selling Restrictions or the STAR Market Share Connect Selling Restrictions, as applicable;
- (iii)
 - (a) any failure by any Holder to provide the Issuer and/or its Affiliates promptly with any information or document (including, without limitation, any "know your client" information relating to the Holder and/or its associates, affiliates or nominees), or any additional information or additional document, or
 - (b) any failure by any Holder to promptly comply with any request of the Issuer, the Guarantor or any of their respective Affiliates to execute any document, including, without limitation, any request to execute any side letter or representation letter, in each case that the Issuer, the Guarantor or any of their respective Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any governmental or regulatory authorities of the Relevant Jurisdiction from time to time,

in each case, as determined by the Issuer. The definition of "LEPW Non-compliance Event" in LEPW Condition 6(e) shall be deemed to be amended accordingly.

"ChiNext Share Connect Selling Restrictions" means the provisions set out immediately under the sub-headings "ChiNext Share Connect Selling Restrictions" under the heading "People's Republic of China" in the "Offering and Sale" section of the Offering Circular or such additional selling and transfer restrictions (if any) as specified in the applicable Final Terms. ChiNext Share Connect Selling Restrictions shall be

deemed to be incorporated into and form part of this LEPW Condition 6 (*Additional Disruption Events*).

"**STAR Market Share Connect Selling Restrictions**" means the provisions set out immediately under the sub-headings "STAR Market Share Connect Selling Restrictions" under the heading "People's Republic of China" in the "Offering and Sale" section of the Offering Circular or such additional selling and transfer restrictions (if any) as specified in the applicable Final Terms. STAR Market Share Connect Selling Restrictions shall be deemed to be incorporated into and form part of this LEPW Condition 6 (*Additional Disruption Events*).

"**Regulatory Order**" shall have the meaning given to it in LEPW Condition 6(e).

- (b) Share Linked Condition 8(b)(i) (*Additional Disruption Events*) beginning with the words "(i) require the Calculation Agent to determine" shall be deemed to be deleted and replaced with this LEPW Condition 14(b):

"(i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment. In its determination of any adjustments to the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event, the Calculation Agent shall take into account any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such Additional Disruption Event in respect of the Share held through the China Connect Service; or"

15. **Illegality**

In respect of any W&C Instruments to which the LEPW Conditions apply, W&C Instruments Condition 9 (*Illegality*) shall be deemed to be deleted and replaced with the following:

"9. **Illegality**

If the applicable Final Terms for any W&C Instruments specify "LEPW Conditions" to be applicable, in the event that the Issuer determines in good faith that (A) (i) the performance of the Issuer's obligations under the W&C Instruments or that any arrangements made to hedge the Issuer's obligations under the W&C Instruments or (ii) the performance by the Guarantor of any of its obligations under the MLBV/MLICo. Guarantee in respect of the W&C Instruments (except for Secured W&C Instruments to which the MLBV/MLICo. Guarantee does not apply), has or will become, in whole or in part, unlawful, illegal or otherwise contrary to any present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative, judicial or regulatory authority or powers, or any change in the interpretation thereof that is applicable to the Issuer and/or (if applicable) the Guarantor, or (B) after using commercially reasonable efforts or taking commercially reasonable steps, the Issuer, the Guarantor or any of their respective Affiliates, is unable to comply with or ensure compliance with the requirements under any applicable laws, rules, regulations, governmental orders, directions or requirements of any governmental or regulatory authorities which are applicable to the relevant W&C Instruments or are applicable to the Issuer, the Guarantor or such relevant Affiliates as a result of having issued the relevant W&C Instruments, including any requirements as to an investor's eligibility to acquire or continue to hold the relevant W&C Instruments, or (C) the Issuer, the Guarantor or any of their respective Affiliates has suffered, will suffer or is likely to suffer regulatory sanction, penalty, reputational harm or other material adverse consequence in connection with the issuance of W&C Instruments and/or performance of the Issuer's obligations thereunder, the Issuer may, at its discretion, cancel the W&C Instruments by giving notice to Holders in accordance with Condition 12 (*Notices*).

Should any one or more of the provisions contained in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels the W&C Instruments then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Holder in respect of each W&C Instrument or each Unit, as the case may be, held by such Holder, which amount shall be the fair market value of a W&C Instrument or Unit, as the case may be, notwithstanding such illegality less the cost to the Issuer and/or its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion (the "**Early Settlement Amount**"). Payment will be made in such manner as shall be notified to the Holders in accordance with Condition 12 (*Notices*)."

ANNEX 4

ADDITIONAL TERMS AND CONDITIONS FOR GDR/ADR LINKED INSTRUMENTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to GDR/ADR Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for GDR/ADR Linked Instruments set out below (the "**GDR/ADR Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to GDR/ADR Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the GDR/ADR Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments and the GDR/ADR Linked Conditions, the GDR/ADR Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the GDR/ADR Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the GDR/ADR Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. General

The provisions of "Annex 2 – *Additional Terms and Conditions for Share Linked Instruments*" – shall apply to GDR/ADR Linked Instruments; and

- (a) where the applicable Final Terms specify that "Partial Lookthrough" shall apply to a GDR or ADR as applicable, then the provisions set out in GDR/ADR Linked Condition 4 shall apply, and, in relation to such GDR or ADR respectively, the provisions of the Share Linked Conditions shall be deemed to be amended and modified as set out in GDR/ADR Linked Condition 4; or
- (b) where the applicable Final Terms specify that "Full Lookthrough" shall apply to a GDR or ADR as applicable, then the provisions set out in GDR/ADR Linked Condition 5 shall apply, and, in relation to such GDR or ADR respectively, the provisions of the Share Linked Conditions shall be deemed to be amended and modified as set out in GDR/ADR Linked Condition 5.

3. Definitions

For the purposes of these GDR/ADR Linked Conditions:

"Deposit Agreement" means, in relation to the Shares, the agreements or other instruments constituting the Shares, as from time to time amended or supplemented in accordance with their terms.

"Depository" means:

- (a) if GDR/ADR Linked Condition 4 is applicable, the Share Company of the Shares; or
- (b) if GDR/ADR Linked Condition 5 is applicable, the Share Company in respect of the Shares or any successor issuer of the Shares from time to time.

"DR Amendment" means, where specified as applicable to a definition or provision, that the following changes shall be made to such definition or provision: (a) all references to "Shares" shall be deleted and replaced with the words "Shares and/or the Underlying Shares"; and (b) all references to "Share Company" shall be deleted and replaced with the words "Share Company or Underlying Shares Issuer, as appropriate".

"Underlying Shares" means the shares or other securities which are the subject of the Deposit Agreement.

"Underlying Shares Issuer" means the issuer of the Underlying Shares.

4. **Partial Lookthrough**

- (a) The definition of "Potential Adjustment Event" in Share Linked Condition 6(a) shall be amended as follows:
 - (i) the DR Amendment shall be made, provided that an event under (i) to (vii) of the definition of "Potential Adjustment Event" in respect of the Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares;
 - (ii) "." shall be deleted where it appears at the end of (vii) in the definition of "Potential Adjustment Event" and replaced with "; or "; and
 - (iii) the following shall be inserted as provision (viii): "(viii) the making of any amendment or supplement to the terms of the Deposit Agreement."
- (b) In making any adjustment following any Potential Adjustment Event, the Calculation Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the early redemption, exercise or settlement, as the case may be, of the Instruments and the Issuer shall:
 - (i) in the case of Notes, on giving notice to the Noteholders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or
 - (ii) in the case of W&C Instruments, on giving notice to Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Potential Adjustment Event, less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (c) If a Potential Adjustment Event specified under (viii) of the definition of "Potential Adjustment Event" (as amended by (a) above) has occurred then the following amendments shall be deemed to be made to the Share Linked Conditions in respect of such Potential Adjustment Event:
 - (i) the words "has a diluting or concentrative effect on the theoretical value of the Shares" shall be deleted and replaced with the words "has an economic effect on the Instruments"; and
 - (ii) the words "determines appropriate to account for that diluting or concentrative effect" shall be deleted and replaced with the words "determines appropriate to account for such economic effect on the Instruments".
- (d) The definitions of "Merger Event" and "Tender Offer" shall be amended in accordance with the DR Amendment.

- (e) If (i) a Merger Event occurs in relation to a Share and/or (ii) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (f) Following the declaration by the Underlying Shares Issuer of the terms of any Merger Event or Tender Offer, then in each case where the Calculation Agent makes an adjustment to the Instruments the Calculation Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.
- (g) The definitions of "Nationalisation", "Insolvency" and "De-listing" shall be amended in accordance with the DR Amendment.
- (h) Notwithstanding anything to the contrary in the definition of "De-listing", a De-listing shall not occur in respect of the Underlying Shares if the Underlying Shares are immediately re-listed, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.
- (i) If a De-listing Nationalisation or Insolvency occurs in relation to the Underlying Shares or the Underlying Shares Issuer, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (j) The paragraph in Share Linked Condition 6(c) which provides as follows: "If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:" shall be deemed to be replaced by "If (x) a Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:".
- (k) Each reference to "Merger Event" in Share Linked Condition 6(c)(i), (ii), (iii) and (iv) shall be deemed to be replaced with a reference to "Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated,".
- (l) If Hedging Disruption and Increased Cost of Hedging are specified as being applicable in the applicable Final Terms, the definitions of "Hedging Disruption" and "Increased Cost of Hedging" in Share Linked Condition 8(a) shall each be amended as follows:
 - (i) the words "any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Share Linked Instruments" shall be deleted and replaced with the words "any Share(s)"; and
 - (ii) the words "any such transaction(s) or asset(s)" shall be deleted and replaced with the words "any Share(s)".
- (m) If Insolvency Filing is specified as being applicable in the applicable Final Terms, the definition of "Insolvency Filing" in Share Linked Condition 8(a) shall be amended in accordance with the DR Amendment.
- (n) For the avoidance of doubt, where a provision is amended pursuant to this GDR/ADR Linked Condition 4 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Shares or the Underlying Shares Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

5. Full Lookthrough

- (a) The definition of "**Potential Adjustment Event**" in Share Linked Condition 6(a) shall be amended as follows:

- (i) the DR Amendment shall be made, provided that an event under (i) to (vii) of the definition of "Potential Adjustment Event" in respect of the Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares;
 - (ii) "." shall be deleted where it appears at the end of (vii) in the definition of "Potential Adjustment Event" and replaced with "; or"; and
 - (iii) the following shall be inserted as provision (viii): "(viii) the making of any amendment or supplement to the terms of the Deposit Agreement."
- (b) In making any adjustment following any Potential Adjustment Event, the Calculation Agent may (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be early redemption, exercise or settlement, as the case may be, of the Instruments and the Issuer shall:
- (i) in the case of Notes, on giving notice to the Noteholders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or
 - (ii) in the case of W&C Instruments, on giving notice to Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Potential Adjustment Event, less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (c) If a Potential Adjustment Event specified under (viii) of the definition of "Potential Adjustment Event" (as amended by (a) above) then the following amendments shall be deemed to be made to Share Linked Condition 6 in respect of such Potential Adjustment Event:
- (i) the words "determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares" shall be deleted and replaced with the words "determine whether such Potential Adjustment Event has an economic effect on the Instruments"; and
 - (ii) the words "determines appropriate to account for that diluting or concentrative effect" shall be deleted and replaced with the words "determines appropriate to account for such economic effect on the Instruments".
- (d) The definitions of "Merger Event" and "Tender Offer" shall be amended in accordance with the DR Amendment.
- (e) If (i) a Merger Event occurs in relation to a Share and/or (ii) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (f) Following the declaration by the Underlying Shares Issuer of the terms of any Merger Event or Tender Offer in relation to the Underlying Shares, then in each case where the Calculation Agent makes an adjustment to the Instruments the Calculation Agent shall (amongst other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

- (g) The definitions of "Nationalisation", "Insolvency" and "Delisting" shall be amended in accordance with the DR Amendment.
- (h) If a De-listing, Nationalisation or Insolvency occurs in relation to the Underlying Shares or the Underlying Shares Issuer, the Issuer in its sole and absolute discretion may take the action described in Share Linked Condition 6(c).
- (i) The paragraph in Share Linked Condition 6(c) which provides as follows: "If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:" shall be deemed to be replaced by " If (x) a Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Final Terms, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:".
- (j) Each reference to "Merger Event" in Share Linked Condition 6(c) shall be deemed to be replaced with a reference to "Merger Event, the announcement by the Depository that the Deposit Agreement is (or will be) terminated,".
- (k) The definition of any Additional Disruption Event specified as applicable in the applicable Final Terms shall be amended in accordance with the DR Amendment.
- (l) If applicable, the definition of "Hedging Shares" in Share Linked Condition 8(a) shall be amended in accordance with the DR Amendment.
- (m) For the purpose of determining whether a Market Disruption Event has occurred in respect of the Share, the following amendments shall be deemed to be made to the Share Linked Conditions:
 - (i) each reference to the "Exchange" in the definitions of "Exchange Business Day", "Scheduled Closing Time", "Scheduled Trading Day", "Trading Disruption", "Exchange Disruption" and "Early Closure" shall be deemed to include a reference to the primary exchange or quotation system on which the Underlying Shares are traded, as determined by the Calculation Agent; and
 - (ii) the definitions of "Market Disruption Event", "Trading Disruption", "Exchange Disruption" and "Related Exchange" shall be amended in accordance with the DR Amendment.
- (n) For the avoidance of doubt, where a provision is amended pursuant to this GDR/ADR Linked Condition 5 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Shares or the Underlying Shares Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

ANNEX 5

ADDITIONAL TERMS AND CONDITIONS FOR FX LINKED INSTRUMENTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to FX Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for FX Linked Instruments set out below (the "**FX Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to FX Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the FX Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments and the FX Linked Conditions, the FX Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the FX Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the FX Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. Definitions

"Administrator/Benchmark Event" means, in respect of any rate or price source used to determine the Currency Price, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of such rate or price source used to determine the Currency Price or the administrator or sponsor of such rate or price source used to determine the Currency Price has not been, or will not be, obtained or has been, 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 the Issuer, the Calculation Agent or any affiliate engaged in hedging transactions relating to the Instruments is not, or will not be, permitted under any applicable law or regulation to use such rate or price source used to determine the Currency Price to perform its or their respective obligations under the Instruments or any related hedging transactions.

"Administrator/Benchmark Event Date" means, in respect of any rate or price source used to determine the Currency Price and an Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

- (a) required under any applicable law or regulation; or
- (b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that such rate or price source used to determine the Currency Price is not permitted to be used under the Instruments or related hedging transactions following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Strike Date, the Strike Date.

"Averaging Cut-Off Date" means, in respect of an Averaging Date, the fifth FX Business Day immediately following the original date on which the final Averaging Date was scheduled to fall, or, if earlier, the FX Business Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Averaging Date, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which such final Averaging Date was scheduled to fall.

"Averaging Date" means each Averaging Date specified in the applicable Final Terms, or, if that is not an FX Business Day the first following day which is an FX Business Day, or, if earlier the Averaging Cut-Off Date (such day, the "**Scheduled Averaging Date**" corresponding to such

Averaging Date). If an Averaging Date falls on the Averaging Cut-Off Date, then, subject to the applicable Final Terms, the next applicable Disruption Fallback specified as a consequence of an FX Market Disruption Event shall apply (as if an FX Market Disruption Event had occurred), or, if none is specified, Calculation Agent Determination shall be deemed to apply.

"Base Currency" means the currency specified as such in the applicable Final Terms.

"Calculation Agent Determination" means, in respect of a Currency Price and any relevant day, that such Currency Price for such relevant day (or a method for determining such Currency Price) will be determined by the Calculation Agent taking into consideration all available information that in good faith it deems relevant.

"Currency Price" means, in relation to each Instrument or Unit, as the case may be, the Currency Price specified in the applicable Final Terms, or if not so specified in the applicable Final Terms, in respect of each Subject Currency, an amount equal to the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged).

"Currency-Reference Dealers" means, in respect of any relevant day, that the Calculation Agent will request each of the Reference Dealers to provide a quotation of its rate at which it will buy one unit of the Base Currency in units of the Subject Currency at the applicable Valuation Time on such relevant day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the applicable Valuation Time on such relevant day.

"Disruption Fallback" means, in respect of a Currency Price, Calculation Agent Determination, Currency-Reference Dealers, EM Fallback Valuation Postponement, EM Valuation Postponement, Fallback Reference Price, Other Published Sources, Postponement and/or such other sources or methods specified as such or otherwise determined as an alternative basis for determining such Currency Price as may be provided in the applicable Final Terms. The applicable Disruption Fallback in respect of a Currency Price shall be as specified in the applicable Final Terms, and if two or more Disruption Fallbacks are specified, unless otherwise provided in the Final Terms, such Disruption Fallbacks shall apply in the order specified in the applicable Final Terms, such that if the Calculation Agent determines that the Currency Price cannot be determined by applying one Disruption Fallback, then the next Disruption Fallback specified shall apply.

"Fallback Reference Price(s)" means, in respect of a Currency Price, that the Currency Price for the relevant date will be the alternate price source(s) specified in the applicable Final Terms for such Currency Price, applied in the order specified in the applicable Final Terms.

"FX Business Day" means, in respect of a Currency Price, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of an FX Market Disruption Event in respect of such Currency Price would have settled payments and been open for general business, in each of the Specified Financial Centres for such Currency Price, as specified in the applicable Final Terms.

"FX Disrupted Day" means any FX Business Day on which an FX Market Disruption Event occurs.

"FX Market Disruption Event" means:

- (a) in respect of a Currency Price, the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption and/or Administrator/Benchmark Event Date and/or, if specified as applicable in the

Final Terms, any FX Trading Suspension or Limitation and/or any Inconvertibility Event and/or any other event specified as applicable in the applicable Final Terms; and

- (b) if the applicable Final Terms provide that the EM Currency Provisions shall apply to a Currency Price, in respect of such Currency Price, the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption and/or Administrator/Benchmark Event Date and/or, if specified as applicable in the Final Terms, any Price Materiality Event and/or any Inconvertibility Event and/or any Non-Transferability Event and/or any other event specified as applicable in the applicable Final Terms.

"FX Price Source(s)" means, in respect of a Currency Price, the price source(s) specified in the applicable Final Terms for such Currency Price, or if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"FX Price Source Disruption" means it becomes impossible or otherwise impracticable to obtain and/or execute the relevant rate(s) required to calculate the Currency Price on the Averaging Date or Valuation Date or other relevant date, or, if different, the day on which rates for that Averaging Date or Valuation Date or other relevant date, as the case may be, would in the ordinary course be published or announced by the relevant FX Price Source.

"FX Trading Suspension or Limitation" means the suspension of and/or limitation of trading in the rate(s) required to calculate the relevant Currency Price in the Interbank Market provided that such suspension or limitation of trading is material in the opinion of the Calculation Agent.

"Inconvertibility Event" means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any action, event or circumstance whatsoever which, from a legal or practical perspective:

- (a) has the direct or indirect effect of hindering, limiting or restricting (i) the convertibility of the relevant Subject Currency into the Base Currency, or (ii) the transfer of the Subject Currency or the Base Currency to countries other than the countries for which the Subject Currency or the Base Currency, as the case may be, is the lawful currency (including without limitation, by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions); and/or
- (b) results in the unavailability of any relevant Base Currency or Subject Currency in the interbank foreign exchange market in any Specified Financial Centre(s) in accordance with normal commercial practice.

"Interbank Market" means the over-the-counter foreign exchange spot market open continuously from and including 5.00 a.m., Sydney time, on a Monday in any week to and including 5.00 p.m., New York time, on the Friday of such week.

"Maximum Days of Postponement" means five (5) FX Business Days or such other number of FX Business Days (or other type of days) as specified in the applicable Final Terms.

"Non-Transferability Event" means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any event that generally makes it impossible to deliver (a) the Base Currency from accounts inside the Subject Currency Jurisdiction to accounts outside the Subject Currency Jurisdiction or (b) the Subject Currency between accounts inside the Subject Currency Jurisdiction or to a party that is a non-resident of the Subject Currency Jurisdiction.

"Other Published Sources" means, in respect of any relevant day, that the Calculation Agent will determine the Currency Price on such relevant day on the basis of the exchange rate for one unit of the Base Currency in terms of the Subject Currency published by available recognised financial information vendors (as selected by the Calculation Agent) other than the applicable FX Price Source, at or around the applicable Valuation Time on such relevant day.

"Postponement" means, in respect of a Valuation Date or an Averaging Date, if such day (or, if applicable, if the original day on which such Valuation Date or an Averaging Date, as the case may be, is scheduled to fall (as specified in the applicable Final Terms) is postponed on account of such original day not being an FX Business Day, such postponed day) is an FX Disrupted Day, then:

- (a) where the FX Linked Instruments relate to a single Currency Price, such Valuation Date or Averaging Date, as the case may be, shall be the first succeeding FX Business Day that is not an FX Disrupted Day, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, is an FX Disrupted Day. In that case, (i) that last consecutive FX Business Day shall be deemed to be the Valuation Date or the Averaging Date, as the case may be (notwithstanding the fact that such day may be an FX Disrupted Day) and (ii) the next applicable Disruption Fallback shall apply; or
- (b) where the FX Linked Instruments relate to a Basket of Currency Prices, such Valuation Date or Averaging Date, as the case may be, for each Currency Price not affected by the occurrence of an FX Disrupted Day shall be the Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, and the Valuation Date for each Currency Price affected (each an **"Affected Currency Price"**) by the occurrence of an FX Disrupted Day shall be the first succeeding FX Business Day that is not an FX Disrupted Day relating to the Affected Currency Price, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Valuation Date or Scheduled Averaging Date, as the case may be, is an FX Disrupted Day. In that case for each Affected Currency Price, (i) that last consecutive FX Business Day shall be deemed to be the Valuation Date or the Averaging Date, as the case may be (notwithstanding the fact that such day may be an FX Disrupted Day) and (ii) the next applicable Disruption Fallback shall apply.

"Price Materiality Event" means, in respect of a Currency Price and a Valuation Date, Averaging Date or other relevant date, that the FX Price Source differs from the Fallback Reference Price by at least the Price Materiality Percentage (and if both an FX Price Source Disruption and a Price Materiality Event occur or exist on any day, it shall be deemed that an FX Price Source Disruption and not a Price Materiality Event occurred or existed on such day).

"Price Materiality Percentage" means the percentage specified as such in the applicable Final Terms.

"Reference Dealers" means, in respect of each Subject Currency, four leading dealers in the relevant foreign exchange market, as determined by the Calculation Agent (or any other number of dealers as specified in the applicable Final Terms).

"Specified Financial Centre(s)" means the financial centre(s) specified in the applicable Final Terms.

"Strike Date" means the date specified as such in the applicable Final Terms.

"Subject Currency" means the currency specified as such in the applicable Final Terms.

"Subject Currency Jurisdiction" means the country for which the Subject Currency is the lawful currency.

"Valuation Cut-Off Date" means, in respect of a Valuation Date, the fifth FX Business Day immediately following the original date on which such Valuation Date was scheduled to fall, or, if earlier, the FX Business Day falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

"Valuation Date" means:

- (a) if the applicable Final Terms specify that the EM Currency Provisions shall not apply to a Currency Price, each Valuation Date specified in the applicable Final Terms or if that is not an FX Business Day the first following day which is an FX Business Day, or, if earlier the Valuation Cut-Off Date (such day, the **"Scheduled Valuation Date"** corresponding to such Valuation Date). If a Valuation Date falls on the Valuation Cut-Off Date, then, subject to the applicable Final Terms, the first applicable Disruption Fallback specified as a consequence of an FX Market Disruption Event shall apply (as if an FX Market Disruption Event had occurred), or, if none is specified, Calculation Agent Determination shall be deemed to apply; or
- (b) if the applicable Final Terms specify that the EM Currency Provisions shall apply to a Currency Price, each Valuation Date specified in the applicable Final Terms (the **"Scheduled Valuation Date"** in respect of such Currency Price, if such day is an FX Business Day for such Currency Price, or if such day is not an FX Business Day only by reason of being an Unscheduled Holiday for such Currency Price), or the immediately preceding FX Business Day for such Currency Price, as determined by the Calculation Agent (the **"Scheduled Valuation Date"** in respect of such Currency Price, if such day is not an FX Business Day and is not an Unscheduled Holiday for such Currency Price), provided that such Valuation Date shall be subject to adjustment in accordance with FX Linked Condition 3 and FX Linked Condition 4.

"Valuation Time" means the Valuation Time specified in the applicable Final Terms.

3. **Consequences of an FX Disrupted Day**

If the Calculation Agent determines that any Valuation Date or Averaging Date is an FX Disrupted Day, then the Currency Price for such Valuation Date or Averaging Date will be determined in accordance with the terms of the first applicable Disruption Fallback. The applicable Final Terms may provide that one or more Disruption Fallbacks may apply to any Valuation Date or Averaging Date and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in the applicable Final Terms.

4. **EM Currency Provisions: Unscheduled Holiday**

- (a) If the applicable Final Terms provide that the EM Currency Provisions shall apply to a Currency Price or Fallback Reference Price, as applicable, and any Valuation Date or Averaging Date, and that Unscheduled Holidays shall be applicable, then, if the Calculation Agent determines that the relevant Scheduled Valuation Date or Scheduled Averaging Date, as applicable (each, a **"Scheduled Reference Date"**), is an Unscheduled Holiday for such Currency Price or Fallback Reference Price, then the Valuation Date or Averaging Date shall be postponed to the first FX Business Day falling after the Scheduled Reference Date (the **"Adjusted Scheduled Reference Date"**), provided that if such first FX Business Day has not occurred on or before the last day of the Maximum Days of Deferral, then the next day after the Last Deferred Day that would have been an FX Business Day but for a Unscheduled Holiday shall be deemed to be the Adjusted Scheduled Reference Date.

- (b) The following terms and expressions shall have the following meanings:

"Last Deferred Day" means, in respect of any postponement by a number of days equal to the Maximum Days of Deferral, the last day to which such day is postponed.

"Maximum Days of Deferral" means such number of calendar days (or other type of days) as specified in the applicable Final Terms.

"Unscheduled Holiday" means, in respect of a Currency Price or Fallback Reference Price, as applicable, a day that is not an FX Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m., local time in the Specified

Financial Centre in respect of such Currency Price or Fallback Reference Price, two FX Business Days prior to such day.

5. **EM Currency Provisions: EM Valuation Postponement**

If the applicable Final Terms provide that the EM Currency Provisions shall apply to a Currency Price (which term shall include, where the Final Terms provide that the prior applicable Disruption Fallback is "Fallback Reference Price", the Currency Price determined using the applicable Fallback Reference Price) and any Valuation Date or Averaging Date, and that EM Valuation Postponement shall be applicable, then, if the Calculation Agent determines that the relevant Scheduled Reference Date (if the Scheduled Reference Date is not an Unscheduled Holiday for the Currency Price) or the Adjusted Scheduled Reference Date (if the Scheduled Reference Date is an Unscheduled Holiday for the Currency Price) is an FX Disrupted Day, then such Valuation Date or Averaging Date shall be the first FX Business Day which is not an FX Disrupted Day unless an FX Market Disruption Event continues to exist (measured from such Scheduled Reference Date or Adjusted Scheduled Reference Rate, as applicable) for a consecutive number of calendar days equal to the Maximum Days of EM Valuation Postponement. In that case, the Currency Price will be determined on the next FX Business Day after the Maximum Days of EM Valuation Postponement in accordance with the next applicable Disruption Fallback as specified in the applicable Final Terms.

Where:

"Maximum Days of EM Valuation Postponement" means such number of calendar days (or other type of days) as specified in the applicable Final Terms.

6. **EM Currency Provisions: EM Fallback Valuation Postponement**

If the applicable Final Terms provide that the EM Currency Provisions shall apply and that EM Fallback Valuation Postponement shall be applicable and where the Final Terms provide that the prior applicable Disruption Fallback is "Fallback Reference Price", if the Calculation Agent determines that the Currency Price (as determined by reference to the applicable Fallback Reference Price) is not available on (a) the first FX Business Day following the end of the Maximum Days of EM Valuation Postponement (where an FX Market Disruption Event has occurred or exists in respect of the Currency Price throughout the Maximum Days of EM Valuation Postponement) or (b) on the Adjusted Scheduled Reference Date (where the Adjusted Scheduled Reference Date falls after the Last Deferred Day) then the Valuation Date or Averaging Date shall be the first succeeding FX Business Day which is not an FX Disrupted Day in respect of the Currency Price unless an FX Market Disruption Event continues to exist throughout the Fallback Maximum Period of Postponement. In that case, the Currency Price will be determined on the Last Fallback Postponement Date in accordance with the next applicable Disruption Fallback.

Where:

"Fallback Maximum Period of Postponement" means the period commencing on, and including:

- (a) if an FX Market Disruption Event has occurred or exists in respect of the Currency Price throughout the Maximum Days of EM Valuation Postponement, the first FX Business Day following the end of the Maximum Days of EM Valuation Postponement; or
- (b) if the Adjusted Scheduled Reference Date falls after the Last Deferred Day, the Adjusted Scheduled Reference Date,

and ending on, and including, the third FX Business Day (or such other day as specified in the applicable Final Terms) following such date as specified in paragraphs (a) and (b) above, as applicable (such date, the **"Last Fallback Postponement Date"**).

7. **EM Currency Provisions: Cumulative Events**

If the applicable Final Terms provide that the EM Currency Provisions shall apply to a Currency Price and any Valuation Date or Averaging Date, and that Cumulative Events shall be applicable, then the total number of consecutive calendar days during which (a) such Valuation Date or Averaging Date is deferred due to an Unscheduled Holiday, (b) an EM Valuation Postponement shall occur in respect of such Valuation Date or Averaging Date, or (c) an EM Fallback Valuation Postponement shall occur in respect of such Valuation Date or Averaging Date (or any combination of (a), (b) and (c)), shall not exceed the Maximum Days of Cumulative Postponement in the aggregate. Accordingly, (i) if such Valuation Date or Averaging Date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement owing to an EM Valuation Postponement or EM Fallback Valuation Postponement (or both), and an Unscheduled Holiday shall have occurred or be continuing on the day following the relevant Last Postponed Day that otherwise would have been an FX Business Day, then such day shall be deemed to be such Valuation Date or Averaging Date and (ii) if such Valuation Date or Averaging Date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement owing to Unscheduled Holidays, and on the first day after the Last Postponed Day, an applicable FX Market Disruption Event shall have occurred or be continuing, then the Currency Price in respect of such Valuation Date or Averaging Date or other relevant date shall be determined in accordance with the next applicable Disruption Fallback.

Where:

"Last Postponed Day" means, in respect of any postponement by a number of days equal to the Maximum Days of Cumulative Postponement, the last day to which such day is postponed; and

"Maximum Days of Cumulative Postponement" means such number of calendar days (or other type of days) as specified in the applicable Final Terms.

8. **Corrections to Published and Displayed Rates**

- (a) In any case where a Currency Price is based on information obtained from the Reuters Monitor Money Rates Service, or any other financial information service, the Currency Price will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.
- (b) Notwithstanding FX Linked Condition 8(a), in any case where the Currency Price is based on information published or announced by any governmental authority in a relevant country, the Currency Price will be subject to the corrections, if any, to that information subsequently published or announced by that source within five calendar days of the relevant date, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.

9. **Successor Currency**

Where the applicable Final Terms specify that "Successor Currency" is applicable in respect of a Currency Price, then:

- (a) each Subject Currency and Base Currency will be deemed to include any lawful successor currency to the Subject Currency or Base Currency (the **"Successor Currency"**);
- (b) if the Calculation Agent determines that on or after the Issue Date (or such other date as specified in the applicable Final Terms) but on or before any relevant date under the Instruments on which an amount may be payable, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date or any Successor Currency, as the case may be (the **"Original Currency"**) for a Successor Currency, then for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the

Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion);

- (c) notwithstanding paragraph (b) above but subject to paragraph (d) below, the Calculation Agent may (to the extent permitted by the applicable law), in good faith and in its sole and absolute discretion, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and, will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Instruments to account for such elimination, conversion, redenomination or exchange of the Subject Currency or Base Currency, as the case may be; and
- (d) notwithstanding the foregoing provisions, with respect to any Subject Currency or Base Currency that is substituted or replaced by the Euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

10. **Rebasing of Instruments**

If the applicable Final Terms specify that "Rebasing" is applicable, then if, on or prior to any Valuation Date or Averaging Date or any other relevant date, the Calculation Agent is unable to obtain a value for a Subject Currency (because the Subject Currency and/or Base Currency ceases to exist, or for any other reason other than a temporary disruption, as determined by the Calculation Agent), the Calculation Agent may rebase the Instruments against another foreign exchange rate determined by the Calculation Agent, in its sole and absolute discretion, to be a comparable foreign exchange rate. If the Calculation Agent determines in its sole and absolute discretion that there is not such a comparable foreign exchange rate, the Issuer may take the action described in FX Linked Condition 11(a)(ii)(A) or 11(a)(ii)(B) below, provided that the words "the Additional Disruption Event" in FX Linked Condition 11(a)(ii)(A) and FX Linked Condition 11(a)(ii)(B) shall be deemed to be replaced with the words "the inability of the Calculation Agent to obtain a value for the Subject Currency".

11. **Consequences of an Additional Disruption Event**

If the applicable Final Terms specify that Additional Disruption Events shall be applicable, then:

- (a) following the determination by the Calculation Agent that an Additional Disruption Event has occurred, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) (A) in the case of Notes, give notice to Holders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
 - (A) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional

Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12;

- (b) upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event; and

- (c) the following terms and expressions shall have the following meanings:

"Additional Disruption Event" means any of a Change in Law, a Hedging Disruption and/or an Increased Cost of Hedging.

"Change in Law" means that, on or after the Trade Date (or such other date as specified in the applicable Final Terms) of the Instruments (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (A) it has become illegal to hold, acquire or dispose of any relevant currency or asset, or (B) the Issuer or any affiliate(s) of the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer's obligations under the Instruments will incur a materially increased cost in performing its obligations in relation to the Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer's obligations in relation to the Instruments is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency or other price risk of the Issuer issuing and performing its obligations with respect to or in connection with the relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency or other price risk of the Issuer issuing and performing its obligations with respect to the relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

ANNEX 6

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED INSTRUMENTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Commodity Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Commodity Linked Instruments set out below (the "**Commodity Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to Commodity Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the additional terms and conditions set out below in the Commodity Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments, and the Commodity Linked Conditions, the Commodity Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the Commodity Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Commodity Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. Definitions

"Administrator/Benchmark Event" means, in respect of a Commodity Reference Price or a Commodity Index (as applicable), any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Commodity Reference Price or Commodity Index (as applicable) or the administrator or sponsor of the Commodity Reference Price or Commodity Index (as applicable) has not been, or will not be, obtained or has been, 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 the Issuer, the Calculation Agent or any affiliate engaged in hedging transactions relating to the Instruments is not, or will not be, permitted under any applicable law or regulation to use the Commodity Reference Price or Commodity Index (as applicable) to perform its or their respective obligations under the Instruments or any related hedging transactions.

"Administrator/Benchmark Event Date" means, in respect of a Commodity Reference Price or a Commodity Index (as applicable) and an Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

- (a) required under any applicable law or regulation; or
- (b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Commodity Reference Price or Commodity Index (as applicable) is not permitted to be used under the Instruments or related hedging transactions following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Strike Date, the Strike Date.

"Basket of Commodities" means a basket comprising Commodities in their relative proportions or numbers of Commodities, as specified in the applicable Final Terms.

"Basket of Commodity Indices" means a basket comprising Commodity Indices in their relative proportions or number of Commodity Indices.

"Calculation Agent Determination" means that the Calculation Agent will determine the Relevant Price (or method for determining the Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith it deems relevant.

"Commodity" and **"Commodities"** means, subject to adjustment in accordance with these Commodity Linked Conditions, the commodity or commodities specified as such in the applicable Final Terms and related expressions shall be construed accordingly.

"Commodity Business Day" means:

- (a) with respect to a single Commodity or a Basket of Commodities and:
 - (i) where the Commodity Reference Price for a Commodity is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which such Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time; and
 - (ii) where the Commodity Reference Price for a Commodity is not a price announced or published by an Exchange, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a price;
- (b) with respect to a single Commodity Index or a Basket of Commodity Indices, as specified in the applicable Final Terms.

"Commodity Cut-Off Date" means, in respect of a Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Final Terms, or if not so specified, the day falling two Business Days immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Pricing Date, provided that the Commodity Cut-Off Date shall not fall prior to the original date on which such Pricing Date was scheduled to fall (unless otherwise provided in the applicable Final Terms).

"Commodity Index" and **"Commodity Indices"** means, subject to adjustment in accordance with the Commodity Linked Conditions, the index or indices linked directly or indirectly to various commodities, commodity prices or commodity futures contracts and specified as such in the applicable Final Terms.

"Commodity Index Cut-Off Date" means, in respect of a Pricing Date (or, if different, the day on which the price for such Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Final Terms, or if not so specified, the day falling two Business Days immediately preceding the date on which payment of any amount may have to be made pursuant to any calculation or determination made on such Pricing Date, provided that the Commodity Index Cut-Off Date shall not fall prior to the original date on which such Pricing Date was scheduled to fall (unless otherwise provided in the applicable Final Terms).

"Commodity Reference Price" means (a) in respect of all Commodities, the Commodity Reference Price specified in the applicable Final Terms and (b) in respect of a Commodity Index, the Commodity Reference Price specified in the applicable Final Terms, or if not so specified, the official closing price of such Commodity Index.

"Commodity Trading Disruption" means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any Exchange. For these purposes:

- (a) a suspension of the trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if:
 - (i) all trading in the Futures Contract or the Commodity is suspended for the entire Pricing Date; or

- (ii) all trading in the Futures Contract or the Commodity is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Futures Contract or the Commodity may fluctuate and the closing or settlement price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

"Delayed Publication or Announcement" means that the Relevant Price for a Pricing Date will be determined based on the Specified Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date (or, if applicable, if the Pricing Date as specified in the Final Terms is adjusted on account of such original date not being a Commodity Business Day, measured from and including the day that is the original date that would otherwise have been the Pricing Date, following any adjustment on account of such original date not being a Commodity Business Day)) or the Relevant Price continues to be unavailable for two consecutive Commodity Business Days. In that case, the next Disruption Fallback (as defined below) specified in the applicable Final Terms will apply.

"Delivery Date" means the date specified in the applicable Final Terms.

"Disappearance of Commodity Reference Price" means:

- (a) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange;
- (b) the disappearance of, or of trading in, the Commodity; or
- (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price,

notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or the Commodity.

"Exchange" means, in relation to a Commodity, the exchange or principal trading market specified as such for such Commodity in the applicable Final Terms or Commodity Reference Price.

"Fallback Reference Price" means that the Calculation Agent will determine the Relevant Price based on the price for that Pricing Date of the first alternate Commodity Reference Price, if any, specified in the applicable Final Terms and not subject to a Market Disruption Event.

"Futures Contract" means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity or Commodity Index referred to in that Commodity Reference Price.

"Material Change in Content" means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or relevant Futures Contract.

"Material Change in Formula" means the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

"Nearby Month" when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by the numerical adjective, so that, for example, (a) **"First Nearby Month"** means the month of expiration of the first Futures Contract to expire following that Pricing Date and (b) **"Second Nearby Month"** means the month of expiration of the second Futures Contract to expire following that Pricing Date, etc.

"Postponement" means that the Pricing Date will be deemed, for purposes of the application of this Disruption Fallback, to be the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist for two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date (or, if applicable, if the Pricing Date as specified in the Final Terms is adjusted on account of such original date not being a Commodity Business Day, measured from and including the day that is the original date that would otherwise have been the Pricing Date, following any adjustment on account of such original date not being a Commodity Business Day)). In that case, the next Disruption Fallback specified in the definition of "Disruption Fallback" below will apply.

"Price Source" means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) for the Commodity Reference Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) or otherwise in the applicable Final Terms (provided that in respect of a Commodity Index, if the relevant Commodity Reference Price is not published on such Price Source, the Calculation Agent may, in its sole and absolute discretion, (a) use a successor page or publication or alternative source as it considers appropriate, (b) determine that such non-publication amounts to a Market Disruption Event in respect of such Commodity Index in accordance with Commodity Linked Condition 4, or (c) determine that such non-publication amounts to a Commodity Index Adjustment Event in respect of the Commodity Index, and proceed in accordance with Commodity Linked Condition 5).

"Price Source Disruption" means:

- (a) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price); or
- (b) the temporary or permanent discontinuance or unavailability of the Price Source.

"Pricing Date" means, with respect to a Commodity or a Commodity Index, each date specified as such or otherwise as provided in the applicable Final Terms (each such original date, a **"Scheduled Pricing Date"**), provided that if any Scheduled Pricing Date is not a Commodity Business Day for such Commodity or Commodity Index (as the case may be), then the Pricing Date for such Commodity or Commodity Index (as the case may be) will be the earlier of (a) the next following Commodity Business Day for such Commodity or Commodity Index (as the case may be), and (b) the Commodity Cut-Off Date or Commodity Index Cut-Off Date (as the case may be), and subject to adjustment as provided in Commodity Linked Condition 4 (*Market Disruption and Disruption Fallback*).

"Relevant Price" means for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price of the Commodity Index, determined with respect to that day for the specified Commodity Reference Price calculated as provided in these Commodity Linked Conditions and the applicable Final Terms.

"Specified Price" means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source) as specified in the applicable Final Terms (and, if applicable, as of the time so specified): (a) the high price; (b) the low price; (c) the average of the high price and the low price; (d) the closing price; (e) the opening price; (f) the bid price; (g) the asked price; (h) the average of the bid price and the asked price; (i) the settlement price;

(j) the official settlement price; (k) the official price; (l) the morning fixing; (m) the afternoon fixing; (n) the spot price; or (o) any other price specified in the applicable Final Terms.

"Strike Date" means the date specified as such in the applicable Final Terms.

3. Terms relating to Calculation of Prices

(a) Common Pricing

If "Common Pricing" is specified in the applicable Final Terms to be:

- (i) "Applicable", then, if any Scheduled Pricing Date is not a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined on the Trade Date of the Instruments, then the Pricing Date shall be the next following day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined on the Trade Date of the Instruments; or
- (ii) "Not Applicable", then this Commodity Linked Condition 3(a) shall not apply.

If the Calculation Agent determines that a Market Disruption Event has occurred or exists on any Pricing Date in respect of any relevant Commodity (an **"Affected Commodity"**) and/or Commodity Index (an **"Affected Commodity Index"**), the Relevant Price of each Commodity and/or Commodity Index within the basket which is not affected by the occurrence of a Market Disruption Event shall be determined on the Scheduled Pricing Date and the Relevant Price for each Affected Commodity or Affected Commodity Index shall be determined in accordance with the first applicable Disruption Fallback that provides a Relevant Price.

All determinations made by the Calculation Agent pursuant to this Condition will be conclusive and binding on the Holders, the Issuer and the Guarantor, except in the case of manifest error.

(b) Correction to Published Prices

For purposes of determining or calculating the Relevant Price (or any price or value published or announced on any date which is utilised for any calculation or determination in connection with the Commodity Linked Instruments), if the price published or announced on a given day and used or to be used by the Calculation Agent to determine a Relevant Price (or any price or value published or announced on any date which is utilised for any calculation or determination in connection with the Commodity Linked Instruments) is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within 30 calendar days after the original publication or announcement (or, if earlier the day falling two Business Days preceding the date on which payment of any amount or delivery of any assets may have to be made, in each case calculated by reference to such Relevant Price (or any price or value published or announced on any date which is utilised for any calculation or determination in connection with the Commodity Linked Instruments)), the Calculation Agent may, in its sole discretion, use such corrected price in such calculation.

4. Market Disruption and Disruption Fallback

If, in the opinion of the Calculation Agent, a Market Disruption Event (as defined below) has occurred and is continuing on any Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source), the Relevant Price for that Pricing Date will be determined by the Calculation Agent, in accordance with the first applicable Disruption Fallback (as set out below) that provides a Relevant Price:

(a) Market Disruption Event

"Market Disruption Event" means the occurrence of any of the following events:

- (i) with respect to all Commodities:
 - (A) Price Source Disruption;
 - (B) Commodity Trading Disruption;
 - (C) Disappearance of Commodity Reference Price;
 - (D) an Administrator/Benchmark Event Date in respect of the Commodity Reference Price; and
- (ii) with respect to all Commodities other than gold, silver, platinum or palladium:
 - (A) Material Change in Formula;
 - (B) Material Change in Content; and
 - (C) any additional Market Disruption Events as specified in the applicable Final Terms; and
- (iii) with respect to a Commodity Index:
 - (A) a temporary or permanent failure by the applicable exchange or other price source to announce or publish (I) the Commodity Reference Price (provided that the Calculation Agent may, in its sole and absolute discretion, determine that such failure (aa) shall not be a Market Disruption Event and shall instead be dealt with under paragraph (a) of the proviso to the definition of Price Source specified in Commodity Linked Condition 2, or (bb) shall instead amount to a Commodity Index Adjustment Event in respect of such Commodity Index, and proceed in accordance with Commodity Linked Condition 5 (*Adjustments to a Commodity Index*)) or (II) the closing price for any futures contract included in the Commodity Index;
 - (B) a material limitation, suspension or disruption of trading in one or more of the futures contracts included in the Commodity Index which results in a failure by the exchange on which each applicable futures contract is traded to report a closing price for such contract on the day on which such event occurs or any succeeding day on which it continues; or
 - (C) the closing price for any futures contract included in the Commodity Index is a "limit price", which means that the closing price for such contract for a day has increased or decreased from the previous day's closing price by the maximum amount permitted under applicable exchange rules.

(iv) Disruption Fallback

"Disruption Fallback" means a source or method that may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price when a Market Disruption Event occurs or exists on a day that is a Pricing Date in respect of the relevant Instrument. A Disruption Fallback is applicable if it is specified in the applicable Final Terms or, if no Disruption Fallback is specified in the applicable Final Terms, shall mean:

- (A) with respect to a relevant Commodity (in the following order):
 - (i) Fallback Reference Price (if applicable);
 - (ii) Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a period of two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the

Pricing Date (or, if applicable, measured from and including the day that is the original date that would otherwise have been the Pricing Date, following any adjustment on account of such original date not being a Commodity Business Day)), or, if shorter, the period commencing on, and including, the original day that would otherwise have been the Pricing Date and ending on, and including, the Commodity Cut-Off Date) provided, however, that the price determined by Postponement shall be the Relevant Price only if Delayed Publication or Announcement does not yield a Relevant Price within those two consecutive Commodity Business Days (or, if applicable, the number of Commodity Business Days (if any) falling within the period ending on the Commodity Cut-Off Date); and

(iii) Calculation Agent Determination;

(B) with respect to a Commodity Index, the Calculation Agent shall determine the Relevant Price using (unless otherwise specified in the applicable Final Terms):

- (i) with respect to each futures contract included in the Commodity Index which is not affected by the Market Disruption Event, the closing prices of each such contract on the applicable determination date;
- (ii) with respect to each futures contract included in the Commodity Index which is affected by the Market Disruption Event, but for which a Market Disruption Event ceased to exist on or prior to the Commodity Index Cut-Off Date, the closing prices of each such contract on the first day following the applicable determination date on which no Market Disruption Event is occurring with respect to such contract; and
- (iii) with respect to each futures contract included in the Commodity Index which is affected by the Market Disruption Event, where a Market Disruption Event continues to exist as of the Commodity Index Cut-Off Date, the Calculation Agent's good faith estimate of the closing price of each such contract on the Commodity Index Cut-Off Date;

Subject as provided below, the Calculation Agent shall determine the Relevant Price by reference to the closing prices determined in (i), (ii) and (iii) above or as specified in the applicable Final Terms above using the then-current method for calculating the Commodity Reference Price.

Where (A) the original date that would otherwise have been the Pricing Date is adjusted on account of such original date not being a Commodity Business Day, and the Pricing Date would fall on or after the Commodity Index Cut-Off Date following such adjustment, or (B) a Market Disruption Event with respect to one or more futures contracts included in the Commodity Index has occurred on an applicable determination date and continues to exist as of the relevant Commodity Index Cut-Off Date for such applicable determination date, the Calculation Agent shall determine the Relevant Price on such Commodity Index Cut-Off Date. In calculating the Relevant Price as set out herein, the Calculation Agent shall use the formula for calculating the Commodity Reference Price last in effect prior to the Market Disruption Event (if applicable).

5. **Adjustments to a Commodity Index**

- (a) Consequences of a Successor Index Sponsor or a Successor Index

If a relevant Commodity Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Issuer, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Commodity Index, then in each case that index (the "**Successor Index**") will be deemed to be the Commodity Index.

(b) Modification and Cessation of Calculation of a Commodity Index

If on or prior to a Pricing Date (i) the relevant Index Sponsor makes a material change in the formula for or the method of calculating a relevant Commodity Index or in any other way materially modifies that Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in constituent commodities and weightings and other routine events), or (ii) the Index Sponsor permanently cancels a relevant Commodity Index or (iii) the Index Sponsor fails to calculate and announce a relevant Commodity Index and there is no Successor Index Sponsor or Successor Index or (iv) an Administrator/Benchmark Event Date occurs, then the Issuer may at its option (in the case of (i) and (iv)) and shall (in the case of (ii) and (iii)) (such events (i), (ii), (iii) and (iv) to be collectively referred to as "**Commodity Index Adjustment Events**") (provided that the Calculation Agent may, in its sole and absolute discretion, determine that event (iii) (y) shall not be a Commodity Index Adjustment Event and shall instead be dealt with under paragraph (a) of the proviso to the definition of Price Source specified in Commodity Linked Condition 2, or (z) shall instead amount to a Market Disruption Event in respect of such Commodity Index, and proceed in accordance with Commodity Linked Condition 4 take the action described in (A), (B) or (C) below:

- (A) calculate the Commodity Reference Price using in lieu of the published level for that Commodity Index, the level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Commodity Index Adjustment Event, but using only those futures contracts that comprised that Commodity Index immediately prior to the relevant Commodity Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange);
- (B) if the Calculation Agent determines that it is not reasonably practicable (taking into account the costs involved) to calculate or continue to calculate such Commodity Index pursuant to (A) above, the Calculation Agent may rebase the Instruments against another index or basket of indices, as applicable, determined by the Calculation Agent, in its sole and absolute discretion, to be comparable to such Commodity Index, and, following such rebasing, the Calculation Agent may make such adjustment(s) that it determines to be appropriate, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent determines appropriate to account for such rebasing;
- (C)
 - (1) in the case of Notes, on giving notice to the Noteholders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or
 - (1) in the case of W&C Instruments, on giving notice to Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled, the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him, which amount shall be the fair market value of a Commodity W&C Instrument or a Unit, as the case may be, taking into account the Commodity Index Adjustment Event, less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.

Upon the occurrence of a Commodity Index Adjustment Event, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Note Condition 14 or Holders in accordance with W&C Instruments Condition 12, as applicable, giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

6. **Consequences of an Additional Disruption Event in respect of a Commodity Index**

(a) Following the determination by the Calculation Agent that an Additional Disruption Event has occurred in respect of a Commodity Index, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

(i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or

(ii) (A) in the case of Notes, give notice to Holders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or

(A) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.

(b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

(c) The following terms and expressions shall have the following meanings:

"Additional Disruption Event" means any of a Change in Law, a Hedging Disruption, and/or an Increased Cost of Hedging (together the **"Additional Disruption Events"**).

"Change in Law" means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (A) it has become illegal to hold, acquire or dispose of any relevant currency or asset, or (B) the Issuer or any affiliate(s) of the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer's obligations under the Instruments will incur a materially increased cost in performing its obligations in relation to the Instruments (including,

without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer's obligations in relation to the Instruments is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or other price risk of the Issuer issuing and performing its obligations with respect to or in connection with the relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents acting on its behalf would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or other price risk of the Issuer issuing and performing its obligations with respect to the Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

ANNEX 7

ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED INSTRUMENTS

The terms and conditions applicable to Fund Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Fund Linked Instruments set out below (the "**Fund Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to Fund Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Fund Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments, and the Fund Linked Conditions, the Fund Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the Fund Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Fund Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

1. **General Definitions**

"**Averaging Date**" means, in respect of an Actual Exercise Date, each date specified as an Averaging Date in the applicable Final Terms.

"**Valuation Date**" means each Valuation Date specified in the applicable Final Terms.

2. **Provisions relating to Funds other than Exchange Traded Funds**

Fund Linked Conditions 3, 4 and 5 apply in respect of Funds other than Exchange Traded Funds.

3. **Definitions (Funds other than Exchange Traded Funds)**

"**Basket of Funds**" means a basket composed of Funds in the relative proportions or number of Funds, as specified in the applicable Final Terms.

"**Fund**" means, subject to adjustment in accordance with these Fund Linked Instruments Conditions, each fund specified in the applicable Final Terms and related expressions shall be construed accordingly.

"**Fund Administrator**" means the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for a Fund according to the relevant Fund Documents.

"**Fund Adviser**" means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

"**Fund Documents**" means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

"**Fund Interest**" means, subject to adjustment in accordance with these Fund Linked Conditions, each fund interest specified in the applicable Final Terms and related expressions shall be construed accordingly.

"**Fund Redemption Valuation Date**" means, in respect of a Fund Interest, the date as of which a Fund (or its Fund Service Provider that generally determines such value) would determine the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

"**Fund Service Provider**" means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including

without limitation any Fund Administrator, Fund Adviser, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent.

"Fund Valuation Date" means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

"Hypothetical Investor" means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

"Removal Date" means, in respect of an Affected Fund Interest, the date on which the Calculation Agent determines that a Hypothetical Investor would receive the Removal Value in respect of a redemption or realisation of such Affected Fund Interest effected as soon as reasonably practicable following the occurrence of the relevant Fund Event.

"Removal Value" means, in respect of an Affected Fund Interest, the amount that the Calculation Agent determines a Hypothetical Investor would receive in cash on the redemption or realisation of such Affected Fund Interest at the relevant time, provided that if any such redemption proceeds would comprise non-monetary assets the Removal Value may, at the sole and absolute discretion of the Calculation Agent, include only such amount (if any) that the Calculation Agent determines would be received by the Hypothetical Investor in respect of a realisation (in whatsoever manner the Calculation Agent determines appropriate) of such non-monetary assets as soon as reasonably practicable after their receipt.

"Scheduled Fund Redemption Valuation Date" means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

"Scheduled Fund Valuation Date" means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

4. **Fund Events**

"Fund Event" means the occurrence of each of an Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

- (a) **"Additional Fund Disruption Event"** means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging.

"Change in Law" means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer or any of its affiliates or agents acting on its behalf determines in good faith that (A) it has become illegal to hold, acquire or dispose of any Fund Interests, or (B) the Issuer will incur a materially increased cost in performing its obligations under the Fund Linked Instruments

(including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Fund Hedging Disruption" means that the Issuer or any of its Affiliates or agents is unable, or it is impractical for the Issuer or any of its Affiliates or agents, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by a Fund on an investor's ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest, or (B) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date).

"Increased Cost of Hedging" means that the Issuer or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Instruments, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

- (b) **"Fund Disruption Event"** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines any such event is material:
- (i) Fund Valuation Disruption: **"Fund Valuation Disruption"** means (A) any continued postponement of any Scheduled Valuation Date due to such Scheduled Valuation Date not being a Scheduled Fund Redemption Valuation Date, (B) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (C) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;
 - (ii) Fund Settlement Disruption: **"Fund Settlement Disruption"** means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests).
- (c) **"Fund Extraordinary Event"** means each of the following events:
- (i) Nationalisation: **"Nationalisation"** means that all the Fund Interests or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
 - (ii) Insolvency: **"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (A) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator or other similar official or (B)

- holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;
- (iii) Fund Insolvency Event: "**Fund Insolvency Event**" means a Fund or relevant Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C) (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, 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 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 or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (I) above and either (aa) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (bb) is not dismissed, discharged, stayed or restrained in each case within fifteen calendar days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen calendar days thereafter; 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 (E) and (F) above;
 - (iv) NAV Trigger Event: "**NAV Trigger Event**" means that (A) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than 30 per cent. since the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or (B) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
 - (v) Adviser Resignation Event: "**Adviser Resignation Event**" means the resignation, termination of appointment, or replacement of a Fund's Fund Adviser;
 - (vi) Fund Modification: "**Fund Modification**" means any change or modification of the relevant Fund Documents that could reasonably be expected to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;
 - (vii) Strategy Breach: "**Strategy Breach**" means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the duration, the credit risk and diversification of the investments to

which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;

- (viii) Regulatory Action: "**Regulatory Action**" means (A) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (B) any change in the legal, tax, accounting, or regulatory treatments of a Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (C) a Fund or any of its Fund Administrator or Fund Adviser becoming subject to investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund Administrator or Fund Adviser;
- (ix) Reporting Disruption: "**Reporting Disruption**" means (A) the occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be; (B) any failure of a Fund to deliver, or cause to be delivered, (I) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (II) information that has been previously delivered to the Calculation Agent, in accordance with such Fund's, or its authorised representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
- (x) Fund Service Provider Cessation: "**Fund Service Provider Cessation**" means that one or more Fund Service Provider(s) in respect of a Fund ceases to provide the service as outlined in the relevant Fund Documents prevailing on the Trade Date or, where the related Fund Interest is a Replacement Fund Interest, the relevant replacement date, and any such Fund Service Provider is not immediately replaced by another service provider acceptable to the Calculation Agent;
- (xi) Fund Administrator Disruption: "**Fund Administrator Disruption**" means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser; or
- (xii) Related Agreement Termination: "**Related Agreement Termination**" means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

Following the occurrence of a Fund Event, the Issuer may take the action described in (i) or (ii) below such that the Calculation Agent, in its sole and absolute discretion, determines to be practicable, which may be determined by the Calculation Agent after all necessary information has been obtained and/or released by the Fund:

- (i) require the Calculation Agent to make such determinations and/or adjustments to the Terms and Conditions and/or the applicable Final Terms as it determines appropriate to account for the Fund Event, which may include, without limitation,
 - (A) delaying any determination date (including any Valuation Date or Averaging Date) and/or any date on which payment might otherwise have

to be made under the terms of the applicable Final Terms until it determines that no Fund Event exists;

- (B) determining that, in the sole and absolute discretion of the Calculation Agent, one or more Fund Events may continue until or after any scheduled determination dates and/or payment dates as set out in the applicable Final Terms, and thereafter determining to fix any determination date (including any Valuation or Averaging Date) and/or date on which payment should be made, and making payment on such date of such amount as is appropriate, as determined in the sole and absolute discretion of the Calculation Agent, taking into account the Fund Event, and which may be based solely on any amounts of cash that a Hypothetical Investor in the Fund actually received from the Fund during the relevant period or periods (and which may be less than any relevant net asset value published for the Fund, and may be as low as zero);
 - (C) calculating the value of a Fund Interest and/or replacing a Fund Interest (the "**Affected Fund Interest**") with a replacement fund interest (the "**Replacement Fund Interest**") with a value as determined by the Calculation Agent equal to the Removal Value for the Affected Fund Interest and in a fund which in the determination of the Calculation Agent has similar characteristics, investment objectives and policies to those applicable to the Fund in respect of the Affected Fund Interest immediately prior to the occurrence of the Fund Event; or
- (ii) (A) in the case of Notes, on giving notice to the Holders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or
- (A) in the case of W&C Instruments, on giving notice to the Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or Unit, as the case may be, taking into account the Fund Event, less the cost to the Issuer and/or any of its affiliates or agents of unwinding any underlying related hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion.

If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest.

Upon the occurrence of a Fund Event, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

5. Fund Potential Adjustment Events

"**Fund Potential Adjustment Event**" means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;

- (b) a distribution, issue or dividend to existing holders of relevant Fund Interests of (I) such Fund Interests or (II) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (III) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (IV) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (e) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other on the theoretical value of relevant Fund Interests.

Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or more of any of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the adjustment to any of the terms of the Terms and Conditions, and/or the applicable Final Terms and giving brief details of the Fund Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

6. Provisions relating to Exchange Traded Funds

Fund Linked Conditions 7, 8, 9 and 10 apply to Exchange Traded Funds.

7. Definitions (Exchange Traded Funds)

"Averaging Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, or on account of such date not being a Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, a Common Scheduled Trading Day), would have been the final Averaging Date, or, if earlier, the Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on the relevant Averaging Dates, provided that the Averaging Cut-Off Date shall not fall prior to the original date on which the final Averaging Date was scheduled to fall.

"Averaging Date" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled

Trading Day, (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Averaging Cut-Off Date. If any such day is a Disrupted Day:

- (a) if "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant price on the final Averaging Date, as if such final Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
 - (i) where the Fund Linked Instruments relate to a single Fund, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for the Fund, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
 - (ii) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall not be applicable, the Averaging Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Scheduled Trading Day, if applicable) (the "**Scheduled Averaging Date**") and the Averaging Date for a Fund Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Fund Share. If the first succeeding Valid Date in relation to such Fund Share has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Fund Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below;
 - (iii) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Averaging Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (following adjustment of such date owing to the original date not being a Common Scheduled Trading Day, if applicable) (the "**Scheduled Averaging Date**") and the Averaging Date for a Fund Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Fund Share. If the first succeeding Valid Date in relation to such Fund Share has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the

original date on which it was scheduled to fall not being a Common Scheduled Trading Day, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date) in relation to such Fund Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (c)(ii) of the definition of "Valuation Date" below; or

- (iv) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Averaging Date for each Fund Share shall be the first succeeding Common Valid Date in relation to such Fund Share. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the Averaging Cut-Off Date or if such Averaging Date falls on the Averaging Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, then (A) the Averaging Cut-Off Date shall be deemed to be the Averaging Date (irrespective of whether the Averaging Cut-Off Date is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (d)(ii) of the definition of "Valuation Date" below,

and, for the purposes of these Fund Linked Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur, and "**Common Valid Date**" means a Common Scheduled Trading Day that is not a Disrupted Day for any Fund Share and on which another Averaging Date does not or is deemed not to occur.

"**Barrier Event Determination Day**" means, in respect of each Fund Share:

- (a) if the applicable Final Terms provide that the Barrier Event (intraday) provisions shall apply, unless otherwise specified in the applicable Final Terms, each day on which the price of such Fund Share is quoted on the relevant Exchange during the relevant Observation Period, regardless of whether or not such day is a Scheduled Trading Day for such Fund Share (and, for the avoidance of doubt, if the Calculation Agent in its sole and absolute discretion determines that a Market Disruption Event is occurring at any time on any Barrier Event Determination Day, it shall disregard the period during which it determines in its sole and absolute discretion that such Market Disruption Event has occurred and is continuing for the purposes of determining whether or not a Barrier Event (intraday) has occurred); or
- (b) if the applicable Final Terms provide that the Barrier Event (closing) provisions shall apply each day specified as such in the applicable Final Terms.

"**Barrier Event Valuation Time (closing)**" means, in respect of each Fund Share to be valued, the Scheduled Closing Time on the relevant Exchange on the relevant Barrier Event Determination Day. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Barrier Event Valuation Time (closing) is after the actual closing time for its regular trading session, then the Barrier Event Valuation Time (closing) shall be such actual closing time.

"**Barrier Event Valuation Time (intraday)**" means any time during the regular trading session (without regard to any after hours or any other trading outside of the regular session) on the Exchange.

"**Barrier Level**" means, in respect of a Fund Share, such price for such Fund Share as is specified in the applicable Final Terms.

"**Basket of Funds**" means a basket composed of Fund Shares in their relative proportions or number of Fund Shares, as specified in the applicable Final Terms.

"Common Scheduled Trading Day" means, in respect of a Basket of Funds, each day which is a Scheduled Trading Day for all the Fund Shares in the Basket of Funds.

"Disrupted Day" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

"ETF" means any fund which is an exchange traded fund as specified in the applicable Final Terms, or if not so specified, any fund which the Calculation Agent determines to be an Exchange Traded Fund.

"Exchange" means, in relation to a Fund Share, the exchange or principal trading market for such ETF specified in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such ETF has temporarily relocated.

"Exchange Business Day" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Final Price" means, in respect of a Fund Share, unless otherwise specified in the applicable Final Terms, the Fund Share Closing Price of such Fund Share on the Valuation Date, subject to adjustment in accordance with these Fund Linked Conditions.

"Fund Performance" means unless otherwise specified in the applicable Final Terms, in respect of a Fund Share and any relevant date, an amount (expressed as a percentage) determined by the Calculation Agent equal to (a) the Fund Share Closing Price of such Fund Share on such day, divided by (b) the Initial Price of such Fund Share.

"Fund Share" means a unit, interest or share of each ETF, and references to **"holder of Fund Shares"** and **"Fund Shareholder"** shall be construed accordingly.

"Fund Share Closing Price" means, in respect of a Fund Share and any relevant date, subject to these Fund Linked Conditions, an amount equal to the official closing price of such Fund Share quoted on the relevant Exchange as determined by the Calculation Agent on such date.

"Fund Share Price" means, in respect of a Fund Share and a time on a Scheduled Trading Day and subject to these Fund Linked Conditions, the price of such Fund Share at such time on such day as determined by the Calculation Agent.

"Initial Price" means, in respect of a Fund Share, unless otherwise specified in the applicable Final Terms, the Fund Share Closing Price of such Fund Share on the Strike Date, subject to adjustment in accordance with these Fund Linked Conditions.

"Observation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Observation Date or, if earlier, the Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Observation Date, provided that the Observation Cut-Off Date shall not fall prior to the original date on which such Observation Date was scheduled to fall.

"Observation Date" means each date specified as such in the applicable Final Terms, or if such date is not a Scheduled Trading Day the immediately following Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall be applicable, the immediately following

Common Scheduled Trading Day), or, if earlier, the Observation Cut-Off Date. If any such day is a Disrupted Day, then:

- (a) where the Fund Linked Instruments relate to a single Fund, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Observation Cut-Off Date;
- (b) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provide that "Common Scheduled Trading Days" shall not be applicable, the Observation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or, if earlier, the Observation Cut-Off Date) and the Observation Date for each Fund Share affected (each an "**Affected Fund Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day relating to the Affected Fund Share. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date for such Fund Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Fund Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Fund Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions;
- (c) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Observation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date (or if the Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Observation Cut-Off Date) and the Observation Date for each Fund Share affected (each an "**Affected Fund Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date (or if the Scheduled Observation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to, and including, the Observation Cut-Off Date is a Disrupted Day relating to the Affected Fund Share. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date for such Fund Share (notwithstanding the fact that such day may be a Disrupted Day for a Fund Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Fund Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Fund Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions; or
- (d) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted

Days" shall be applicable, the Observation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the Common Scheduled Trading Days immediately following the Scheduled Observation Date up to, and including, the Observation Cut-Off Date is a Disrupted Day for one or more Fund Shares. In that case, or if such Observation Date falls on the Observation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Observation Cut-Off Date shall be deemed to be the Observation Date (notwithstanding the fact that such day may be a Disrupted Day for a Fund Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to each Fund Share for which the Observation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Fund Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions.

"Observation Period" means, in respect of a Fund Share:

- (a) if the consequence of "Extension" is specified in the applicable Final Terms to be applicable, each period commencing on, the Observation Period Start Date, following adjustment of such date pursuant to these Fund Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, following adjustment of such date pursuant to these Fund Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms); or
- (b) if the consequence of "No Extension" is specified in the applicable Final Terms to be applicable, each period commencing on the Observation Period Start Date, prior to any adjustment of such date pursuant to these Fund Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period Start Date, as specified in the applicable Final Terms) and ending on the immediately following Observation Period End Date, prior to any adjustment of such date pursuant to these Fund Linked Conditions or as specified in the applicable Final Terms, if applicable (and including or excluding such Observation Period End Date, as specified in the applicable Final Terms).

"Observation Period End Date" means, in respect of a Fund Share, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Observation Period Start Date" means, in respect of a Fund Share, each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions of "Observation Date", "Valuation Date" or otherwise as specified in the applicable Final Terms, if applicable.

"Related Exchange" means, in relation to a Fund Share, each exchange or principal trading market specified as such for such Fund Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such Fund Share has temporarily relocated (provided the Calculation Agent has determined that there is comparable liquidity relative to such Fund Shares on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms,

"Related Exchange" shall mean each exchange or principal trading market where trading has a material effect (as determined by the Calculation Agent) on the overall market for such Fund Shares.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"Scheduled Observation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

"Scheduled Trading Day" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

"Scheduled Valuation Date" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

"Strike Date" means the date specified as such in the applicable Final Terms.

"Underlying Index" means the underlying index specified in the applicable Final Terms.

"Valuation Cut-Off Date" means the eighth Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the eighth Common Scheduled Trading Day) immediately following the Scheduled Valuation Date, or, if earlier, the Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the Common Scheduled Trading Day) falling on or immediately preceding the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the original date on which such Valuation Date was scheduled to fall.

"Valuation Date" means each Valuation Date specified in the applicable Final Terms, or if that is not a Scheduled Trading Day the immediately following Scheduled Trading Day (or, where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, the immediately following Common Scheduled Trading Day), or, if earlier, the Valuation Cut-Off Date. If such day is a Disrupted Day, then:

- (a) where the Fund Linked Instruments relate to a single Fund, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to, and including, the Valuation Cut-Off Date is a Disrupted Day. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or
- (b) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" shall not be applicable, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Fund Share affected (each an **"Affected Fund Share"**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Fund Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Scheduled Trading Day for such Fund Share, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation

Date for such Fund Share (notwithstanding the fact that such day may be a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Fund Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Fund Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions;

- (c) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Individual Disrupted Days" shall be applicable, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day, or in either case, if earlier, the Valuation Cut-Off Date) and the Valuation Date for each Fund Share affected (each an "**Affected Fund Share**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date (or if the Scheduled Valuation Date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day) up to, and including, the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Fund Share. In that case, or if such Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for such Fund Share (notwithstanding the fact that such day may be a Disrupted Day for a Fund Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to such Fund Share, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Fund Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions; or
- (d) where the Fund Linked Instruments relate to a Basket of Funds and the applicable Final Terms provides that "Common Scheduled Trading Days" and "Common Disrupted Days" shall be applicable, the Valuation Date shall be the first succeeding Common Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the Common Scheduled Trading Days immediately following the Scheduled Valuation Date up to, and including, the Valuation Cut-Off Date is a Disrupted Day for one or more Fund Shares. In that case, or if the Valuation Date falls on the Valuation Cut-Off Date owing to the original date on which it was scheduled to fall not being a Common Scheduled Trading Day, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day may be a Disrupted Day for a Fund Share or not a Common Scheduled Trading Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to each Fund Share for which the Valuation Cut-Off Date is a Disrupted Day or is not a Common Scheduled Trading Day, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the price for such Fund Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

"Valuation Time" means the Valuation Time specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to each Fund Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

"Worst Performing Fund Share" means, in respect of a Basket of Funds and the Valuation Date (unless otherwise specified in the applicable Final Terms), the Fund Share with the lowest Fund Performance on such day, as determined by the Calculation Agent (provided that if two or more Fund Shares have the same lowest Fund Performance on such day, the Calculation Agent shall determine which Fund Share shall be the Worst Performing Fund Share in its sole and absolute discretion, and such Fund Share shall be the Worst Performing Fund Share).

8. **Barrier Event**

- (a) A "**Barrier Event (intraday)**" means (and a Barrier Event (intraday) shall be deemed to occur if), in respect of a Fund Share, the Calculation Agent determines that the Fund Share Price of such Fund Share as of the Barrier Event Valuation Time (intraday) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Fund Share and such Barrier Event Determination Day.

For the purpose of determining whether a Barrier Event (intraday) has occurred on any day, the definition of Market Disruption Event specified in Fund Linked Condition 9 shall be amended such that (i) all references to "during the one-hour period that ends at the relevant Valuation Time" shall be deleted, and (ii) in sub-paragraph (b) each reference to "Valuation Time" and "Scheduled Closing Time" shall be construed as a reference to "Barrier Event Valuation Time (intraday)".

- (b) A "**Barrier Event (closing)**" means (and a Barrier Event (closing) shall be deemed to occur if), in respect of a Fund Share, the Calculation Agent determines that the Fund Share Closing Price of any Fund Share as of the Barrier Event Valuation Time (closing) on any Barrier Event Determination Day is less than or equal to the corresponding Barrier Level for such Fund Share and such Barrier Event Determination Day.

9. **Market Disruption**

"**Market Disruption Event**" means, in respect of a Fund Share:

- (a) the occurrence or existence at any time during the one-hour period that ends at the relevant Valuation Time:
- (i) of any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (A) relating to the relevant Fund Share on such Exchange; or
 - (B) relating to securities that comprise 20 per cent. or more of the level of the relevant Underlying Index or any relevant successor index; or
 - (C) in futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange, or
 - (ii) of any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to (A) effect transactions in, or obtain market values for, the Fund Shares on the Exchange, (B) effect transactions in, or obtain market values for securities that comprise 20 per cent. or more of the level of the relevant Underlying Index, or (C) to effect transactions in, or obtain market values for, futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange; or
- (b) the closure on any Exchange Business Day of any relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange on such Exchange Business Day or, if earlier, (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day,

which in any such case the Calculation Agent determines is material.

For the purpose of determining whether a Market Disruption Event exists in respect of a Fund Share at any time, if an event giving rise to a Market Disruption Event occurs in respect of a

security included in the relevant Underlying Index at that time, then the relevant percentage contribution of that security, to the level of the relevant Underlying Index shall be based on a comparison of (a) the portion of the level of the relevant Underlying Index attributable to that security, and (b) the overall level of the relevant Underlying Index immediately before the occurrence of such Market Disruption Event.

The Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 in the case of Notes, or W&C Instruments Condition 12 in the case of W&C Instruments of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Disrupted Day.

10. **Potential Adjustment Event**

"Potential Adjustment Event" means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Fund Shares (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Fund Shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Fund Shares of (i) such Fund Shares or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such Fund Shares or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a call by the ETF in respect of relevant Fund Shares that are not fully paid;
- (e) a repurchase by the ETF or any of its subsidiaries of relevant Fund Shares, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (f) in respect of an ETF, an event that results in any shareholder rights being distributed or becoming separated from Fund Shares of common stock or other shares of the capital stock of the ETF pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (g) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Shares.

Following a Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Fund Shares and, if so, will (a) make the corresponding adjustment(s), if any, to any one or more of the terms of the Terms and Conditions of the Instruments and/or the applicable Final Terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect and (b) determine the effective date(s) of that adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Fund Shares traded on such options exchange.

Upon the making of any such adjustment, the Calculation Agent shall as soon as is reasonably practicable under the circumstances give notice to the Holders in accordance with Note Condition 14 in the case of Notes or W&C Instruments Condition 12 in the case of W&C

Instruments, as applicable, stating the adjustment made and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

11. **De-Listing, Insolvency, Material Underlying Event, Merger Date, Merger Event, Nationalisation, Tender Offer**

"De-Listing" means, in respect of a Fund Share, that the relevant Exchange announces that pursuant to the rules of such Exchange, such Fund Share ceases (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (a) all the Fund Shares of that ETF are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Shares of that ETF become legally prohibited from transferring them.

"Material Underlying Event" means any of the following:

- (a) the investment objectives and/or policies in respect of the ETF are materially changed;
- (b) an illegality occurs or a relevant authorisation or licence is revoked in respect of the ETF and/or the ETF is required by a competent authority (other than any holder of the Fund Shares) to redeem any Fund Shares;
- (c) there is a change in any relevant jurisdiction in respect of any payments made by the ETF in respect of any Fund Share as a result of which the amounts paid or to be paid by the Issuer in connection with hedging arrangements relating to the Instruments are materially reduced or otherwise adversely affected; and/or
- (d) any other event occurs in relation to the ETF and/or the Fund Shares which is materially prejudicial to the Issuer in connection with the issue of the Instruments or any hedging arrangements relating to the Instruments,

as determined by the Calculation Agent.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"Merger Event" means, in respect of any relevant Fund Shares, any (a) reclassification or change of such Fund Shares that results in a transfer of or an irrevocable commitment to transfer all of such Fund Shares outstanding to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of the ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in any such reclassification or change of all such Fund Shares outstanding) or (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Fund Shares of the relevant ETF that results in a transfer of or an irrevocable commitment to transfer all such Fund Shares (other than such Fund Shares owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the ETF or its subsidiaries with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such Fund Shares outstanding but results in the outstanding Fund Shares (other than Fund Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Fund Shares immediately following such event (a **"Reverse Merger"**), in each case if the Merger Date is on or before the Valuation Date (or such other date as is specified in the applicable Final Terms).

"Nationalisation" means that all the Fund Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"Tender Offer" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the relevant ETF, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

"Tender Offer Date" means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

If a De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event occurs in relation to any Fund Share, the Issuer in its sole and absolute discretion may take the action described in (a), (b) or (c) below:

- (a) require the Calculation Agent, in its sole and absolute discretion, to determine the appropriate adjustment(s), if any, to be made to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms to account for the De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, and determine the effective date(s) of that adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of the De-Listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event made by any options exchange to options on the relevant Fund Share traded on that options exchange;
- (b)
 - (i) in the case of Notes give notice to the Noteholders in accordance with Note Condition 14, and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount, or
 - (i) in the case of W&C Instruments cancel the W&C Instruments by giving notice to Holders in accordance with W&C Instruments Condition 12. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument, or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument, or Unit, as the case may be, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, as the case may be, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12; or
- (c) following such adjustment to the settlement terms of options on the Fund Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the **"Options Exchange"**), require the Calculation Agent to make a corresponding adjustment to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Fund Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, as the case may be, that in the determination of the Calculation Agent

would have given rise to an adjustment by the Options Exchange if such options were so traded.

Upon the occurrence of a Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 (in the case of Notes) or W&C Instruments Condition 12 (in the case of W&C Instruments) stating the occurrence of the Merger Event, Tender Offer, Nationalisation, De-listing, Insolvency or Material Underlying Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, as the case may be.

12. Additional Disruption Events

- (a) **"Additional Disruption Event"** means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging, in each case if specified in the applicable Final Terms.

"Change in Law" means that, on or after the Trade Date, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Fund Share or (B) it will incur a materially increased cost in performing its obligations in relation to the Fund Linked Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its affiliates).

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) (A) in the case of Notes, give notice to Holders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or

- (A) in the case of W&C Instruments, give notice to the Holders in accordance with W&C Instruments Condition 12 and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants, if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 or W&C Instruments Condition 12, as applicable, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

13. **Application of Dividend Conditions**

Fund Linked Conditions 14 and/or 15 (as specified in the applicable Final Terms) shall only apply to any Fund Linked W&C Instruments linked to Exchange Traded Funds in respect of which the applicable Final Terms specify that the "Dividend Conditions" shall be applicable.

14. **Definitions (Dividend Conditions)**

"Dividend Period" means, in respect of the Fund Share and:

- (a) American Style Warrants, the period commencing on, but excluding, the Trade Date and ending on, and including, the Expiration Date or the Actual Exercise Date (if earlier) of such Warrant; or
- (b) European Style Warrants and Certificates, the period commencing on, but excluding, the Trade Date and ending on, and including, the Exercise Date.

"Dividend Taxes" means, in respect of the Fund Share and a Relevant Cash Dividend, any amounts that would have been withheld for or on account of tax if such cash dividend is paid to a Hypothetical Broker Dealer as the holder of one Fund Share, and excluding any reduction of such tax that is available to a Hypothetical Broker Dealer pursuant to a double tax treaty or any other applicable domestic exemption, where each such tax is converted into the Settlement Currency using the relevant Exchange Rate on or around the date on which such tax is due, as determined by the Calculation Agent.

"Ex-Dividend Date" means, in respect of the Fund Share and a Gross Cash Dividend in respect of such Fund Share, the date that the Fund Share commences trading ex-dividend in respect of such Gross Cash Dividend on the Exchange, as determined by the Calculation Agent.

"Exchange Rate" means the rate specified as such in the applicable Final Terms.

"Gross Cash Dividend" means, in respect of the Fund Share, each sum declared by the relevant ETF as a dividend for one such Fund Share before the withholding or deduction of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such a dividend, and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon.

"Hypothetical Broker Dealer" means a hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as applicable to the Issuer or the Dealer, provided, however, that such

hypothetical broker dealer is deemed not entitled to any benefits, exemption or reduction in tax pursuant to any double tax treaty or otherwise.

"Relevant Cash Dividend" means in respect of the Fund Share, a Gross Cash Dividend per Fund Share as declared by the relevant ETF where the Ex-Dividend Date falls within the Dividend Period and the full payment in cash in respect of such Gross Cash Dividend would have been made to a Hypothetical Broker Dealer as the holder of one Fund Share within the Dividend Period, as determined by the Calculation Agent.

15. **Additional Amounts**

Unless the W&C Instruments have previously been exercised, or purchased and cancelled in accordance with the Conditions (as supplemented and amended herein), the Issuer shall pay to the Holder of each W&C Instrument the Additional Amount in respect of such W&C Instrument on each Additional Amount Payment Date. W&C Instruments Conditions 26(A) and (B) (in respect of Warrants) and W&C Instruments Conditions 33(A) and (B) (in respect of Certificates) shall not apply.

"Additional Amount" means, in respect of the Fund Share and a Relevant Cash Dividend, an amount calculated by the Calculation Agent as:

- (a) an amount equal to the difference between (i)(A) the product of the Additional Amount Proportion multiplied by the Relevant Cash Dividend per Fund Share that would have been received by a Hypothetical Broker Dealer as the holder of one Fund Share, divided by (B) the relevant Exchange Rate on or around the date on which such Relevant Cash Dividend would have been received by a Hypothetical Broker Dealer from the relevant ETF, minus (ii) any Dividend Taxes; multiplied by
- (b) the Number of Fund Shares per W&C Instrument in respect of the Fund Share.

"Additional Amount Payment Date" means, unless otherwise specified in the applicable Final Terms, in respect of each Additional Amount, the fifth Business Day following the date on which the corresponding Relevant Cash Dividend would have been received, from the relevant ETF by a Hypothetical Broker Dealer as the holder of the relevant Fund Share.

"Additional Amount Proportion" means the amount specified as such in the applicable Final Terms.

"Number of Fund Shares per W&C Instrument" means the amount specified as such in the applicable Final Terms.

ANNEX 8

ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED INSTRUMENTS

1. **Interpretation**

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Inflation Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Inflation Linked Instruments set out below (the "**Inflation Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. The terms and conditions applicable to Inflation Linked W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Inflation Linked Conditions, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments, and the Inflation Linked Conditions, the Inflation Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions or the W&C Instruments Conditions and/or the Inflation Linked Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Inflation Linked Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. **Definitions**

For the purpose of the Inflation Linked Instruments:

"Cut-Off Date" means, in respect of a Determination Date, five Business Days prior to such Determination Date, unless otherwise stated in the applicable Final Terms.

"Delayed Index Level Event" means, in respect of any Determination Date and an Inflation Index, that the relevant Inflation Index Sponsor fails to publish or announce the level of such Inflation Index (the "**Relevant Level**") in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of such Determination Date, at any time on or prior to the Cut-Off Date.

"Determination Date" means each date specified as such in the applicable Final Terms.

"End Date" means each date specified as such in the applicable Final Terms.

"Fallback Bond" means, in respect of an Inflation Index, a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the relevant Inflation Index relates, and which pays a coupon or redemption amount which is calculated by reference to such Inflation Index, with a maturity date which falls on (a) the same day as the End Date as specified in the applicable Final Terms, (b) the next longest maturity after the End Date if there is no such bond maturing on the End Date, or (c) the next shortest maturity before the End Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the relevant Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems, the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

"Inflation Index" means each inflation index specified in the applicable Final Terms and related expressions shall be construed accordingly.

"Inflation Index Sponsor" means, in relation to an Inflation Index, the entity that publishes or announces (directly or through an agent) the level of such Inflation Index which, as of the Issue Date, is the Inflation Index Sponsor specified in the applicable Final Terms.

"Reference Month" means the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the level of the Inflation Index was reported is a period other than a month, the Reference Month shall be the period for which the level of the Inflation Index was reported.

"Related Bond" means, in respect of an Inflation Index, the bond specified as such in the applicable Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then, for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not Applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final Terms and that bond redeems or matures before the End Date, unless "Fallback Bond: Not Applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

3. Inflation Index Adjustments

(a) Delay in Publication

Subject to Inflation Linked Condition 3(b), if the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Determination Date, then the Relevant Level for such Inflation Index the subject of such Delayed Index Level Event (the **"Substitute Index Level"**) shall be determined by the Calculation Agent as follows:

- (i) if Related Bond is specified as applicable for such Inflation Index in the applicable Final Terms, the Calculation Agent shall determine the Substitute Index Level by reference to the corresponding index level determined under the terms and conditions of the relevant Related Bond; or
- (ii) if (A) Related Bond is not specified as applicable for such Inflation Index in the applicable Final Terms, or (B) the Calculation Agent is not able to determine a Substitute Index Level under (i) above, the Calculation Agent shall determine the Substitute Index Level by reference to the following formula:

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level})$$

where:

"Base Level" means, in respect of an Inflation Index, the level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined.

"Latest Level" means, in respect of an Inflation Index, the latest level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor prior to the month in respect of which the Substitute Index Level is being determined.

"Reference Level" means, in respect of an Inflation Index, the level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Issuer shall give notice to Holders in accordance with Note Condition 14, or W&C Instruments Condition 12, as applicable, of any Substitute Index Level calculated pursuant to this Inflation Linked Condition 3.

(b) Cessation of Publication

If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index then the Calculation Agent shall determine a successor index (in lieu of any previously applicable Inflation Index) for the purposes of the Inflation Linked Instruments by using the following methodology:

- (i) if, at any time, a successor index has been designated by the Calculation Agent pursuant to the terms and conditions of the Related Bond, such successor index shall be designated a "Successor Index" notwithstanding that any other Successor Index may previously have been determined under paragraphs (ii), (iii) or (iv) below; or
- (ii) if a Successor Index has not been determined pursuant to Inflation Linked Condition 3(b)(i) and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement Inflation Index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Inflation Linked Instruments from the date that such replacement Inflation Index comes into effect; or
- (iii) if a Successor Index has not been determined pursuant to Inflation Linked Condition 3(b)(i) or Inflation Linked Condition 3(b)(ii), the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, this index will be deemed the "Successor Inflation Index". If three responses are received, and two or more leading independent dealers state the same index, this index will be deemed the "Successor Inflation Index". If fewer than three responses are received, the Calculation Agent will proceed to Inflation Linked Condition 3(b)(iv); or
- (iv) if no replacement index or Successor Inflation Index has been deemed under Inflation Linked Conditions 3(b)(i), 3(b)(ii) or 3(b)(iii), by the next occurring Cut-Off Date the Calculation Agent will determine an appropriate alternative index from such Cut-Off Date, and such index will be deemed a "Successor Inflation Index"; or
- (v) (A) if the Calculation Agent determines that there is no appropriate alternative index, in relation to Notes, the Issuer shall give notice to the Holders in accordance with Note Condition 14 and redeem all (but not less than all) of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (A) in relation to W&C Instruments, the Issuer shall give notice to the Holders in accordance with W&C Instruments Condition 12 and cancel the W&C Instruments. If the W&C Instruments are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.

(c) Rebasing of the Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the level of the Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make adjustments as are made by the calculation agent pursuant to the terms and conditions of the Related Bond, if Related Bond is specified as applicable in the applicable Final Terms, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased, or, if Related Bond is not specified as applicable in the applicable Final Terms the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased.

(d) Material Modification Prior to Last Occurring Cut-Off

If, on or prior to the last occurring Cut-Off Date, the Inflation Index Sponsor announces that it will make a material change to the Inflation Index then the Calculation Agent shall make any such adjustments, if Related Bond is specified as applicable in the applicable Final Terms, consistent with adjustments made to the Related Bond, or, if Related Bond is not specified as applicable in the applicable Final Terms, only those adjustments to the Inflation Index necessary for the modified Inflation Index to continue as the Inflation Index.

ANNEX 9A

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Credit Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Credit Linked Notes set out below (the "**Credit Linked Note Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions and the Credit Linked Note Conditions, the Credit Linked Note Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and/or the Credit Linked Note Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Credit Linked Note Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes".

2. Definitions

"Aggregate Loss Amount" means with respect to Tranche Portfolio CLNs and any date, the aggregate of all Loss Amounts calculated with respect to all Reference Entities up to and including such date.

"Asset" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"Asset Market Value" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"Asset Package" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"Asset Package Credit Event" means:

- (a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms:
 - (i) a Governmental Intervention; or
 - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the applicable Final Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the applicable Final Terms, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a

Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

"Attachment Point" in relation to Tranching Portfolio CLNs, has the value given in the applicable Final Terms.

"Auction" has the meaning set forth in the Transaction Auction Settlement Terms.

"Auction Cancellation Date" means the date on which an Auction is deemed to be cancelled pursuant to the Transaction Auction Settlement Terms with respect to the relevant Reference Entity, or, if the Issuer has delivered a Notice to Exercise Movement Option to the Holders, the date on which a Parallel Auction is deemed to be cancelled pursuant to the Parallel Auction Settlement Terms identified by the Issuer in such notice.

"Auction Covered Transaction" has the meaning set forth in the Transaction Auction Settlement Terms.

"Auction Final Price" has the meaning given to it in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the Issuer in its Notice to Exercise Movement Option (in the latter case, provided that such Notice to Exercise Movement Option has been delivered to the Holders on or prior to the date falling 15 Business Days following the Auction Final Price Determination Date for such Parallel Auction Settlement Terms).

"Auction Final Price Determination Date" means the day, if any, on which the Auction Final Price is determined pursuant to the Transaction Auction Settlement Terms or, in the case of an M(M)R Restructuring, if the Calculation Agent has delivered a Notice to Exercise Movement Option to the Issuer on or prior to the Movement Option Cut-off Date, the Parallel Auction Settlement Terms identified by the Calculation Agent in such notice, in each case with respect to the relevant Reference Entity.

"Auction Settlement Amount" means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

"A" is the Calculation Amount;

"B" is the Auction Final Price; and

"C" is Unwind Costs,

provided that in no event shall the Auction Settlement Amount be less than zero.

"Auction Settlement Date" means the date which is the number of Business Days specified in the applicable Final Terms after the Auction Final Price Determination Date, or if no such number of Business Days is specified in the applicable Final Terms, eight Business Days after the Auction Final Price Determination Date.

"Bankruptcy" means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter; or
- (h) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

"Cancellation Notice" means a notice given by the Calculation Agent to the Issuer upon making a determination in respect of a Reference Entity that:

- (a) no Credit Event or (if Grace Period Extension Date is applicable) Potential Failure to Pay or (if Potential Repudiation/Moratorium is applicable) Potential Repudiation/Moratorium has occurred on or prior to the Scheduled Maturity Notice Date;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Notice Date promptly upon making a determination that no Failure to Pay has occurred with respect to the relevant obligation; or
- (c) if a Potential Repudiation/Moratorium has occurred on or prior to the Scheduled Maturity Notice Date promptly upon making a determination that no Repudiation/Moratorium has occurred with respect to the relevant obligation (such determination being made prior to the Repudiation/Moratorium Evaluation Date),

provided that, if a DC No Credit Event Announcement has occurred in respect of the relevant Reference Entity and the same event, a Cancellation Notice shall be deemed to be given by the Calculation Agent to the Issuer and the Conditions shall be construed accordingly (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, no Cancellation Notice shall be deemed to be given unless the Calculation Agent notifies the Issuer that such DC No Credit Event Announcement shall apply to the relevant Instruments).

"CLN Maturity Date" means the later of:

- (a) the Scheduled Maturity Date; or
- (b) where the Calculation Agent delivers an Extension Notice to the Issuer on or prior to the Scheduled Maturity Date (or, if later, the second Business Day following the Scheduled Maturity Notice Date):
 - (i) the date falling 15 Business Days (or such other date as may be specified in the applicable Final Terms) after the Extension Date (and only where an Event Determination Date has not occurred on or prior to the Extension Date);

- (ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period, (x) the date falling 15 Business Days (or such other date as may be specified in the applicable Final Terms) after the later to occur of: (A) the related DC No Credit Event Announcement; or (B) the related DC Credit Event Question Dismissal; or (y) if a DC Credit Event Announcement occurs, the Auction Settlement Date or Credit Event Redemption Date, as applicable (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, this sub-paragraph (ii) shall not apply to the relevant Instruments unless the Calculation Agent notifies the Issuer that such DC Resolution shall apply to the relevant Credit Linked Notes); or
- (iii) three Business Days following the date the Cancellation Notice is delivered by the Calculation Agent to the Issuer.

"Conditionally Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation". In addition:

- (a) where "Physical Settlement" is specified as the Settlement Method in the applicable Final Terms (or where Physical Settlement is applicable as the Fallback Settlement Method pursuant to a Fallback Settlement Event), Mod Mod R is applicable (or deemed applicable) under the applicable Final Terms and a Deliverable Obligation is a Conditionally Transferable Obligation with respect to which consent is required to novated, assign or transfer, then if the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Final Delivery Date (in which case it shall be deemed to have been refused), the Issuer shall promptly notify the Holders of such refusal (or deemed refusal) and may redeem or cancel (as applicable) the Instruments in accordance with Credit Linked Note Condition 9 as if such obligation were an Undeliverable Obligation; and
- (b) for purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, the final maturity date shall, subject to Credit Linked Note Condition 5, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Credit Derivatives Auction Settlement Terms" means in relation to any Reference Entity, the credit derivatives auction settlement terms published by ISDA with respect to the relevant Reference Entity and the relevant Credit Event, which may be amended from time to time.

"Credit Derivatives Definitions" means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA and, if "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019)" applies, as supplemented by the 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (the **"2019 NTCE Supplement"**). "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019)" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the applicable Physical Settlement Matrix specifies that the 2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019) applies to such Transaction Type.

"Credit Derivatives Determinations Committees" means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions.

"Credit Event" means the occurrence of any one or more of the Credit Events specified in the applicable Final Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, Governmental Intervention or any additional Credit Event specified in the applicable Final Terms, as determined by the Calculation Agent.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"Credit Event Backstop Date" means: (a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in subparagraph (b) of the definition of "Repudiation/Moratorium"), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period; and (ii) the Credit Event Resolution Request Date, if the Notice Delivery Date occurs during the Post Dismissal Additional Period. The Credit Event Backstop Date shall not be subject to adjustment unless otherwise provided for in the applicable Final Terms.

"Credit Event Notice" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date or (where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms) the Credit Observation Start Date specified in the applicable Final Terms (or if none is so specified, the date falling 60 calendar days prior to the Trade Date) and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Notice Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full outstanding principal amount of the Notes in respect of the relevant Reference Entity.

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

"Credit Event Redemption Amount" means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

"A" is the Calculation Amount;

"B" is the Final Price; and

"C" is Unwind Costs,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

"Credit Event Redemption Date" means the day falling the number of Business Days specified in the applicable Final Terms after the calculation of the Final Price, or if no such number of Business Days is specified in the applicable Final Terms, eight Business Days after the Final Price is determined.

"Credit Event Resolution Request Date" means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"Credit Observation Start Date" means the date described as such in the applicable Final Terms or if no date is so specified, the date falling 60 calendar days prior to the Trade Date.

"Credit Settlement Date" means the last day of the longest Physical Settlement Period following the date the Notice of Physical Settlement is delivered by the Calculation Agent to the Issuer (the **"Scheduled Credit Settlement Date"**) provided that if in the determination of the Calculation Agent (acting in its sole discretion) a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Credit Settlement Date, the Credit Settlement Date shall be the earlier of (i) the second Business Day following the date on which the Calculation Agent determines (acting in its sole discretion) that no Hedge Disruption Event subsists and (ii) the day falling 60 Business Days following the Scheduled Credit Settlement Date.

"Currency Amount" means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement that is denominated in a currency other than the Settlement Currency, an amount converted to the relevant Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert the Replaced Deliverable Obligation Outstanding Amount of each Deliverable Obligation so replaced by a NOPS Amendment Notice into the currency of denomination of the relevant Replacement Deliverable Obligation.

"Currency Rate" means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Principal Balance or Due and Payable Amount (as applicable) of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

"Currency Rate Source" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"DC Announcement Coverage Cut-off Date" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"DC Credit Event Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that (i) if the Credit Event occurred after the Scheduled Maturity Notice Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date and (ii) if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms a DC Credit Event Announcement shall be deemed not to have occurred unless the Calculation Agent has notified the Issuer that such announcement shall apply to the relevant Instruments.

"DC No Credit Event Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, a DC No Credit Event Announcement shall be deemed not to have occurred unless the Calculation Agent notifies the Issuer that such announcement shall apply to the relevant Instruments.

"DC Credit Event Meeting Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"DC Credit Event Question" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"DC Credit Event Question Dismissal" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"DC Resolution" has the meaning given to that term in the DC Rules.

"DC Rules" means the Credit Derivatives Determinations Committees Rules as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"DC Secretary" has the meaning given to that term in the DC Rules.

"Default Requirement" means the amount specified as such in the applicable Final Terms, or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Final Terms, U.S.\$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"Deferred Coupon Adjustment Amount" means in respect of Tranching Portfolio CLNs and each Interest Period, where one or more preceding Interest Periods is an Unsettled Event Determination Interest Period, an amount equal to:

- (a) the interest that would have been paid in respect of such Unsettled Event Determination Interest Period(s), had the Calculation Agent, in respect of the relevant Undetermined Reference Entity Date(s), made its determination(s) that no Event Determination Date

has occurred or, as the case may be, the Final Price Calculation Date has occurred, in each case, on such Undetermined Reference Entity Date(s); minus

- (b) the interest paid in respect of such Unsettled Event Determination Interest Period(s).

"Deliver" means:

- (a) to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Entitlement to the relevant Holder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor); provided that (i) if all or a portion of the Entitlement consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Holder and (ii) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee provided further that if the Guarantee has a Fixed Cap, "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "Delivery" and "Delivered" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time provided that the Issuer shall be under no obligation to Deliver such Loan or designate a Replacement Deliverable Obligation to a Holder unless the relevant Holder executes, and/or complies with the provisions of any documentation (which shall include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve or the Calculation Agent determines is appropriate for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves or the Calculation Agent determines constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves or the Calculation Agent determines is appropriate. If any Holder does not execute and/or do not comply with the provisions of such documentation, the Issuer shall redeem the relevant proportion of the Instruments in accordance with Credit Linked Note Condition 9.

- (b) If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) sub-paragraph (a) of the definition of "Deliver" shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Calculation Agent has specified the detailed description of the Asset Package comprising the Entitlement that the Issuer shall endeavour to Deliver in accordance with the definition of Notice of Physical Settlement, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

"Deliverable Obligation" means, subject as provided in Credit Linked Note Condition 5:

- (a) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "(A) Method for Determining Deliverable Obligations" below;
- (b) the Reference Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of sub-paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

- (A) **Method for Determining "Deliverable Obligations"**. For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of each Reference Entity described by the Deliverable Obligation Category specified (or deemed to be specified) in the applicable Final Terms, and, subject to (B)(3) below, having each of the Deliverable Obligation Characteristics, if any, specified (or deemed to be specified) in the applicable Final Terms, in each case, as of both the NOPS Effective Date and the Delivery Date thereof. The following terms shall have the following meanings:

- (1) **"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligations, the definition of "Reference Obligation Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).
- (2) **"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer where:
 - (i) **"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent;
 - (ii) **"Consent Required Loan"** means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such loan) or any agent;
 - (iii) **"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Holder that provides each Holder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Holder and either (A) the Issuer or the Guarantor (as applicable) (in either case, to the extent that the Issuer or the Guarantor, as applicable, is then a lender or a member of the relevant lending

syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

- (iv) **"Transferable"** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
 - (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
 - (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
 - (c) restrictions in respect of blocked periods on or around payment dates or voting periods.
- (v) **"Maximum Maturity"** means an obligation that has a remaining maturity of not greater than (a) the period specified in the applicable Final Terms or (b) if no such period is specified in the applicable Final Terms, 30 years.
- (vi) **"Accelerated or Matured"** means an obligation under which the total amount owed, whether by reason of maturity, acceleration, termination or otherwise is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (vii) **"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system.

(B) Interpretation of Provisions

- (1) If (i) either of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category); or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category.
- (2) If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
- (3) If a Deliverable Obligation is a Relevant Guarantee, the following will apply:

- (a) For purposes of the application of the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
 - (b) For purposes of the application of the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (c) For purposes of the application of the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and
 - (d) For purposes of the application of the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (4) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
 - (5) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Deliverable Obligation Characteristic;
 - (6) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in Credit Linked Note Condition 5 to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event; and
 - (7) If "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

"Delivery Date" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed Delivered under sub-paragraph (b)(iii) of the definition of "Deliver").

"Domestic Currency" means the currency specified as such in the applicable Final Terms and any successor currency thereto (or, if no such currency is specified in the applicable Final Terms, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

"Domestic Law" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"Downstream Affiliate" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"Due and Payable Amount" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date) or (B) the Valuation Date, as applicable.

"Eligible Information" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Eligible Transferee" means each of the following:

- (a) any
 - (i) bank or other financial institution;
 - (ii) insurance or reinsurance company;
 - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) of this definition of "Eligible Transferee"); and
 - (iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.\$500 million;
- (b) an Affiliate of an entity specified in the preceding sub-paragraph (a);
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least U.S.\$100 million or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$100 million; or
 - (ii) that has total assets of at least U.S.\$500 million; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii) or (d) of this definition of "Eligible Transferee"; or
- (d) (i) any Sovereign; or
 - (i) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International

Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.\$ include equivalent amounts in other currencies, as determined by the Calculation Agent.

"Entitlement" means, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount, Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance (including accrued but unpaid interest (as determined by the Calculation Agent) if "Include Accrued Interest" is specified as applying in the applicable Final Terms, but excluding accrued but unpaid interest if "Exclude Accrued Interest" is specified as applying in the applicable Final Terms, and if neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified as applying in the applicable Final Terms, excluding accrued but unpaid interest); or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Calculation Amount less Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Event Determination Date to and including the Delivery Date equal to the relevant amount of Unwind Costs, if Unwind Costs are specified as applicable in the applicable Final Terms, rounded down to the nearest specified denomination or permitted transfer amount of the Deliverable Obligations comprised in such Entitlement.

Where the Entitlement is rounded down as described above, the Holders will also receive, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount, the value of the amount of that fraction of the Deliverable Obligations obtained in calculating the Entitlement after rounding down (as determined by the Calculation Agent), as calculated by the Calculation Agent in its sole discretion from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate).

If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the Outstanding Principal Balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the Outstanding Principal Balance of such obligation shall not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.

"Event Determination Date" means, with respect to a Credit Event and any Instruments with respect to which:

- (a) **"Auction Settlement"** is the applicable Settlement Method:
 - (i) if (x), subject to (ii) below, "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms or (y) neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred (in each case, with respect to the Credit Event specified in the Credit Event Notice), the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period; or
 - (ii) if (x) (A) "Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms or (B) "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms but the Calculation Agent notifies the Issuer that this sub-paragraph (ii) shall apply to the relevant Instruments and (y) a DC Credit Event Announcement has occurred on or prior

to the last day of the Notice Delivery Period (including prior to the Issue Date), the Credit Event Resolution Request Date, provided that:

- (1) (I) the Credit Event is not an M(M)R Restructuring; and
 - (II) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
- (2) (I) the Credit Event is an M(M)R Restructuring; and
 - (II) a Credit Event Notice is delivered by the Calculation Agent to the Issuer and is effective on or prior to the Business Day following the Exercise Cut-off Date,

provided that:

- (x) no Credit Settlement Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;
 - (y) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the outstanding principal amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred;
 - (z) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has been delivered by the Issuer to the Holders (A) unless the M(M)R Restructuring stated in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date; (B) unless, and to the extent that, the Partial Redemption Amount or the Partial Cancellation Amount (as applicable) specified in any such Credit Event Notice was less than the then outstanding principal amount; or (C) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out in the Final List are identical to the Permissible Deliverable Obligations for such Notional Credit Derivative Transaction; or
- (b) sub-paragraph (a) does not apply, the Non-Standard Event Determination Date determined in accordance with the definition thereof.

Notwithstanding the foregoing (unless "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms), no Event Determination Date will occur with respect to an event, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement in respect of such event occurs prior to the Auction Final Price Determination Date, a Valuation Date, the Credit Settlement Date (or, if earlier, a Delivery Date), or the CLN Maturity Date, as applicable (and if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms only if the Calculation Agent notifies the Issuer that this paragraph shall apply to the relevant Instruments).

Where the Instruments are Nth-to-Default CLNs and an Event Determination Date has occurred with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Event Determination Dates were deemed to occur.

"Excluded Deliverable Obligation" means

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;

- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"Excluded Obligation" means

- (a) any obligation of a Reference Entity specified as such or of a type described as such in the applicable Final Terms.
- (b) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Senior Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Subordinated Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"Exercise Cut-Off Date" means either:

- (a) with respect to an M(M)R Restructuring to which sub-paragraph (a) of the definition of Event Determination Date applies:
 - (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or
 - (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date; or
- (b) with respect to a Credit Event to which sub-paragraph (a) of the definition of Event Determination Date does not apply, the Non-Standard Exercise Cut-off Date determined in accordance with the definition of Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"Exhaustion Point" in respect of Tranche Portfolio CLNs has the value given in the applicable Final Terms.

"Exhaustion Threshold Amount" in respect of Tranche Portfolio CLNs means Implicit Portfolio Size multiplied by Exhaustion Point.

"Extension Date" means the latest of:

- (a) the Scheduled Maturity Notice Date;
- (b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified (or deemed specified) as applicable in the applicable Final Terms, (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Notice Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the applicable Final Terms.

"Extension Notice" means a notice from the Calculation Agent to the Issuer on or prior to the Scheduled Maturity Date (or, if later, the second Business Day following the Scheduled Maturity Notice Date) giving notice of the following in relation to a Reference Entity:

- (a) without prejudice to sub-paragraphs (c) and (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Maturity Notice Date (notwithstanding the fact that a Credit Event Notice may have not yet been delivered); or
- (b) without prejudice to sub-paragraph (c) and (d) below, that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the longest Notice Delivery Period, but a related DC No Credit Event Announcement, DC Credit Event Question Dismissal or DC Credit Event Announcement has not yet occurred; or
- (c) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Maturity Notice Date; or
- (d) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Maturity Notice Date. For the purposes of this sub-paragraph (d), the giving of a Repudiation/Moratorium Extension Notice on or prior to the Scheduled Maturity Notice Date shall be deemed to satisfy the requirement to give notice under this definition of "Extension Notice". However, the giving of an Extension Notice in accordance with this sub-paragraph (d) shall not in any way preclude the subsequent giving of a Repudiation/Moratorium Extension Notice so long as the Repudiation/Moratorium Extension Condition is satisfied.

"Failure to Pay" means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

If "Credit Deterioration Requirement" applies then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity.

Where: "Credit Deterioration Requirement" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the Physical Settlement Matrix specifies that Credit Deterioration Requirement applies to such Transaction Type.

"Fallback Settlement Event" means any of the following:

- (a) an Auction Cancellation Date or, in the case of a M(M)R Restructuring Credit Event in respect of which the Movement Option was exercised on or prior to the Movement Option Cut-off Date, a Parallel Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs and in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraphs (b) or (c)(ii) of the definition of "No Auction Announcement Date", a Notice to Exercise Movement Option has not been delivered by the Issuer to the Holders on or prior to the Auction Final Price Determination Date;
- (c) a DC Credit Event Question Dismissal occurs;
- (d) an Event Determination Date has occurred pursuant to either sub-paragraph (a)(i) of the definition of "Event Determination Date" or sub-paragraph (a) of the definition of "Non-Standard Event Determination Date", and no Credit Event Request Resolution Date has occurred within three Business Days of such Event Determination Date; or

"Fallback Settlement Method" means the fallback settlement method specified (or deemed specified) in the applicable Final Terms.

"Final Delivery Date" has the meaning given to it in Physical Delivery Note Condition 6.

"Final List" has the meaning given to that term in the DC Rules.

"Final Price" means the price of the Reference Obligation, expressed as a percentage, determined in accordance with the Valuation Method specified in the applicable Final Terms. The Calculation Agent shall, upon written request by a Holder to the Issuer and the Calculation Agent, make available for inspection by such Holder at the specified office of the Principal Paying Agent (i) a list showing the Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price as soon as practicable after obtaining all Quotations for a Valuation Date. For the avoidance of doubt, the Issuer shall not be required to identify the Quotation Dealer, from whom the Quotations have been obtained.

"Final Price Calculation Date" means an Auction Final Price Determination Date or, as the case may be, the date on which the Final Price can be determined in respect of a particular Credit Event and the relevant Reference Entity.

"Final Redemption Date" means the later of:

- (a) the CLN Maturity Date; and
- (b) if an Event Determination Date has occurred, the last Settlement Date to occur.

"Fixed Cap" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"Full Quotation" means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount (as applicable) equal to the Quotation Amount.

"Fully Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of "Fully Transferable Obligation". For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of "Fully Transferable Obligation", final maturity date shall, subject to Credit Linked Note Condition 5, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Further Subordinated Obligation" means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"Governmental Authority" means

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);

- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or
- (d) any other authority which is analogous to any of the entities specified in sub-paragraphs (a) to (c) above.

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (a) any event which would affect creditors' rights so as to cause:
 - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (x) the payment or accrual of interest, or (y) the payment of principal or premium; or
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in sub-paragraphs (a) to (c) above.

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"Grace Period" means:

- (a) subject to sub-clause (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if "Grace Period Extension" is specified as applicable in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Notice Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Notice Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, 30 calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless "Grace Period Extension" is specified (or deemed specified) as

applicable in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Notice Date.

"Grace Period Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if a place or places are not so specified, (a) if the Obligation Currency is euro, a TARGET Settlement Day, or (b) otherwise a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"Grace Period Extension Date" means, if (a) "Grace Period Extension" is specified as applicable in the applicable Final Terms and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Notice Date, the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified (or deemed specified) as applicable in the applicable Final Terms, Grace Period Extension shall not apply.

"Guarantee" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"Hedge Disruption Event" means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates and/or its agents has not received or is unable to receive (for any reason, including without limitation, due to market conditions) the relevant Deliverable Obligations and/or any cash settlement amount and/or any other amount under the terms of any Hedge Transaction (or any other transaction (including without limitation, has not sourced or not been able to source, or it is not practical to source, Deliverable Obligations in an Auction in relation to the Credit Event and Reference Entity or in the market at a price less than or equal to the Auction Final Price or otherwise at the Auction Final Price) and/or funding arrangement entered into for the purpose of hedging the Issuer's obligations (whether in whole or in part) in respect of the Credit Linked Notes.

"Hedge Disruption Obligation" means a Deliverable Obligation included in the Entitlement which, on the Delivery Date for such Deliverable Obligation, the Calculation Agent determines in its sole and absolute discretion is impossible, illegal, impracticable or is otherwise unable to or cannot be Delivered as a result of a Hedge Disruption Event.

"Hedge Transaction" means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates to hedge, directly or indirectly, the Issuer's obligations or positions (whether in whole or in part) in respect of the Credit Linked Notes.

"Implicit Portfolio Size" means an amount equal to the Aggregate Nominal Amount as at the Issue Date divided by the Tranche Size.

"Incurred Loss Amount" means, with respect to a Reference Entity and a Final Price Calculation Date, an amount calculated on such Final Price Calculation Date equal to the lesser of:

- (a) the Loss Amount;
- (b) the Aggregate Loss Amount (including the related Loss Amount for that Reference Entity and Final Price Calculation Date) minus the Loss Threshold Amount on such Final Price Calculation Date (following any adjustments thereto on such date), subject to a minimum of zero; and
- (c) the Outstanding Principal Amount (prior to any reduction thereto in respect of that Reference Entity and Final Price Calculation Date).

"Interest Calculation Amount" means in respect of an Interest Payment Date, either:

- (a) the Outstanding Principal Amount as at the relevant Interest Determination Date; or
- (b) if "Weighted Average" is specified as the applicable "Interest Calculation Method" in the applicable Final Terms, an amount equal to the aggregate of the Outstanding

Principal Amounts determined with respect to each day during the relevant Interest Period divided by the number of days in such Interest Period.

For such purposes, the Outstanding Principal Amount shall be calculated as though the Undetermined Reference Entity Notional Amount were taken into account as a Loss Amount for the purposes of determining the Aggregate Loss Amount and, accordingly the Writedown Amount.

"Interest Determination Date" means, in respect of an Interest Payment Date, the second Business Day preceding such Interest Payment Date.

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

"Largest Asset Package" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"Latest Maturity Restructured Bond or Loan" means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

"Limitation Date" means the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **"2.5-year Limitation Date"**), 5 years, 7.5 years, 10 years (the **"10-year Limitation Date"**), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment unless otherwise provided in the applicable Final Terms.

"Linear Basket CLNs" means any Instrument identified as such in the applicable Final Terms.

"Loss Amount" means with respect to Tranche Portfolio CLNs, a Reference Entity and a Final Price Calculation Date, an amount calculated on that Final Price Calculation Date equal to:

- (a) 100 per cent. minus either (i) the Auction Final Price or (ii) if Cash Settlement applies, the Final Price for that Reference Entity as of such Final Price Calculation Date; multiplied by
- (b) the Reference Entity Notional Amount for that Reference Entity, as at the relevant Event Determination Date, subject to a minimum of zero.

"Loss Threshold Amount" means, with respect to Tranche Portfolio CLNs, an amount equal to the Implicit Portfolio Size multiplied by the Attachment Point.

"Market Value" means, with respect to a Reference Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;

- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth Business Day following the applicable Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"Merger Event" means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Notice Date, the Issuer, the Guarantor (if applicable) or a Reference Entity (any such entity, the **"Mergor"**) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to (i) where the Mergor is the Issuer or the Guarantor, a Reference Entity or (ii) where the Mergor is a Reference Entity, the Issuer or the Guarantor, or, the Guarantor and a Reference Entity or the Issuer and a Reference Entity become Affiliates.

"Minimum Quotation Amount" means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) U.S.\$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

"M(M)R Restructuring" means a Credit Event that is a Restructuring and in respect of which either "Mod R" or "Mod Mod R" is specified as applicable in the applicable Final Terms.

"Modified Eligible Transferee" means any bank, financial institution or other entity which is regularly engaged in and established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"Modified Restructuring Maturity Limitation Date" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Notice Date.

Subject to the foregoing, in the event that the Scheduled Maturity Notice Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Notice Date.

"Movement Option" means, with respect to an M(M)R Restructuring to which a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Calculation Agent to apply to the Instruments, for the purposes of determining the Auction Final Price, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could be specified in any Notice of Physical Settlement (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). The Calculation Agent shall be deemed to have exercised such option if the Calculation Agent delivers an effective Notice to Exercise Movement Option to the Issuer on or prior to the Movement Option Cut-off Date. If the Calculation Agent does not deliver an effective Notice to Exercise Movement Option on or prior to the Movement Option Cut-off Date, the Fallback Settlement Method shall apply.

"Movement Option Cut-off Date" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"N" or "Nth" means, where the applicable Final Terms specify that "Nth-to-Default CLNs" is applicable, such number as may be specified in such Final Terms.

"Nth-to-Default CLNs" means any nth-to-default Credit Linked Notes (where applicable) where the Issuer purchases credit protection from the Holders in respect of two or more Reference Entities on the basis that the Instruments will be redeemed in whole following the occurrence of an Event Determination Date in respect of the Nth Reference Entity.

"Next Currency Fixing Time" means 4.00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective.

"No Auction Announcement Date" means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;
- (b) following the occurrence of an M(M)R Restructuring, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either (i) no Parallel Auction will be held, or (ii) one or more Parallel Auctions will be held.

"Non-Conforming Reference Obligation" means a Reference Obligation which is not a Conforming Reference Obligation.

"Non-Conforming Substitute Reference Obligation" means an obligation which would be a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"Non-Financial Instrument" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"Non-Standard Event Determination Date" means with respect to a Credit Event and any Instruments with respect to which to which sub-paragraph (a) of the definition of Event Determination Date does not apply:

- (a) if (i) subject to sub-paragraph (b) below, "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms or (ii) neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred (in each case, with respect to the Credit Event specified in the Credit Event Notice), the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period; or
- (b) if (i) (x) "Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms or (y) "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms but the Calculation Agent notifies the Issuer that this sub-paragraph (b) shall apply to the relevant Instruments and (ii) a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Issue Date) either:

- (A) the Credit Event Resolution Request Date, if:
- (1) either:
 - (I) "Auction Settlement" is the applicable Settlement Method; or
 - (II) the relevant Credit Event is an M(M)R Restructuring; and
 - (2) a Credit Event Notice is delivered by the Calculation Agent to the Issuer and is effective on or prior to the Non-Standard Exercise Cut-off Date; or
- (B) the first date on which a Credit Event Notice is delivered by the Calculation Agent to the Issuer and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date)), if either:
- (1) "Auction Settlement" is not the applicable Settlement Method; or
 - (2) "Auction Settlement" is the applicable Settlement Method and a Credit Event Notice is delivered by the Calculation Agent to the Issuer and is effective on a date that is later than the relevant Non-Standard Exercise Cut-off Date;

provided that:

- (I) subject to Credit Linked Note Condition 5, no Delivery Date, if applicable, or the CLN Maturity Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;
- (II) if any Valuation Date or Delivery Date, as applicable, has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs, a Non-Standard Event Determination Date shall be deemed to have occurred only with respect to the portion of the outstanding principal amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
- (III) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Issuer: (aa) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date; (bb) unless, and to the extent that, the Partial Redemption Amount specified in any such Credit Event Notice was less than the outstanding principal amount of the Instruments in respect of the relevant Reference Entity; or (cc) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Notional Credit Derivative Transaction.

"Non-Standard Exercise Cut-off Date" means, with respect to a Credit Event to which subparagraph (a) of the definition of "Event Determination Date" does not apply:

- (a) if such Credit Event is not an M(M)R Restructuring, either:
 - (i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;
 - (ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
 - (iii) the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is an M(M)R Restructuring and:

- (i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or
- (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

"Non-Standard Reference Obligation" means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"Non-Transferable Instrument" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"NOPS Amendment Notice" has the meaning given to it in Credit Linked Note Condition 5.

"NOPS Cut-off Date" means:

- (a) subject to sub-paragraph (b) below, the later of:
 - (i) the thirtieth calendar day after the Event Determination Date; and
 - (ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or
- (b) if applicable Settlement Method is "Physical Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Physical Settlement") and:
 - (i) the relevant Credit Event is not an M(M)R Restructuring, the later of: (A) the date determined pursuant to sub-paragraph (a)(i) above; and (B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date occurring pursuant to sub-paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date, as applicable; or
 - (ii) the relevant Credit Event is an M(M)R Restructuring, either:
 - (A) the later of:
 - (I) the date determined pursuant to sub-paragraph (a)(i) above; and
 - (II) the thirtieth calendar day after:
 - (x) a No Auction Announcement Date occurring pursuant to sub-paragraph (a) of the definition of No Auction Announcement Date, if any;
 - (y) a No Auction Announcement Date occurring pursuant to sub-paragraph (c)(i) of the definition of No Auction Announcement Date, if any; or
 - (z) the Auction Cancellation Date, if any, as applicable; or
 - (B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:

- (I) a No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition of No Auction Announcement Date and the Movement Option has not been exercised; or
- (II) a No Auction Announcement Date occurs pursuant to sub-paragraph (c)(ii) of the definition of No Auction Announcement Date and the Movement Option has not been exercised,

provided that in the case of sub-paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in sub-paragraph (a)(i) above.

"NOPS Effective Date" means the date on which an effective Notice of Physical Settlement or NOPS Amendment Notice, as the case may be, is delivered by the Calculation Agent to the Issuer.

"Notice Delivery Date" means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the applicable Final Terms, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent to the Issuer.

"Notice Delivery Period" means the period from and including the Issue Date to and including the date that is 15 Business Days (or such other number of days as may be specified in the applicable Final Terms) after the Extension Date.

"Notice of Physical Settlement" has the meaning given to it in Credit Linked Note Condition 5.

"Notice of Publicly Available Information" means an irrevocable notice from the Calculation Agent to the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified (or deemed to be specified) as applying in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

"Notice to Exercise Movement Option" means, with respect to any Instruments for which (a) an M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable following the occurrence of a No Auction Announcement Date (and, in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraphs (b) or (c)(ii) of the definition thereof, the Calculation Agent has not exercised the Movement Option), an irrevocable notice from the Calculation Agent to the Issuer that (i) specifies the Parallel Auction Settlement Terms applicable with respect to the Instruments in accordance with the definition of "Movement Option" and (ii) is effective on or prior to the Movement Option Cut-off Date.

"Notional Credit Derivative Transaction" means, with respect to any Credit Linked Note, a hypothetical market standard credit default swap transaction entered into by the Issuer, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which (a) the "Trade Date" is the Trade Date; (b) the "Scheduled Termination Date" is the Scheduled Maturity Notice Date; (c) the "Reference Entity" thereunder is the Reference Entity for the purposes of such Instrument; (d) the "Reference Obligation" thereunder is the Reference Obligation for the purposes of such Instrument; and (e) the "Transaction Type" thereunder is the Transaction Type for the purposes of such Instrument.

"Obligation" means:

- (a) any obligation of a Reference Entity (either directly, as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below (but excluding any Excluded Obligation);
 - (b) each Reference Obligation specified (or deemed to be specified) in the applicable Final Terms, unless specified as an Excluded Obligation; and
 - (c) any Additional Obligation of a Reference Entity specified as such (or deemed to be specified) in the applicable Final Terms;
- (A) **Method for Determining Obligations.** For the purposes of paragraph (a) of this definition of "Obligation", the term "Obligation" may be defined as each obligation of each Reference Entity described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics (if any) specified in the applicable Final Terms, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:
- (a) **"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Final Terms, where:
 - (i) **"Payment"** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
 - (ii) **"Borrowed Money"** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
 - (iii) **"Reference Obligation Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;
 - (iv) **"Bond"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;
 - (v) **"Loan"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and
 - (vi) **"Bond or Loan"** means any obligation that is either a Bond or a Loan;
 - (b) **"Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in the applicable Final Terms, where:
 - (i) **"Not Subordinated"** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable.
 - (ii) **"Subordination"** means, with respect to an obligation (the **"Second Obligation"**) and another obligation of the Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to

receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "Subordinated" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

- (iii) **"Specified Currency"** means an obligation that is payable in the currency or currencies specified as such in the applicable Final Terms (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (iv) **"Not Sovereign Lender"** means any obligation that is not primarily owed to (A) a Sovereign (B) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limitation to the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt".
- (v) **"Not Domestic Currency"** means any obligation that is **payable** in any currency other than the Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency.
- (vi) **"Not Domestic Law"** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.
- (vii) **"Listed"** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange.
- (viii) **"Not Domestic Issuance"** means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

(B) **Interpretation of Provisions**

- (1) if either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.
- (2) if an Obligation is a Relevant Guarantee, the following will apply:
 - (a) For purposes of the application of the Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
 - (b) For purposes of the application of the Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (c) For purposes of the application of the Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and
 - (d) For purposes of the application of the Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (3) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic.

"Obligation Acceleration" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Obligation Currency" means the currency or currencies in which the Obligation is denominated.

"Obligation Default" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Original Non-Standard Reference Obligation" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation with respect to the Reference Entity (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable

Obligation Characteristic) unless: (a) specified otherwise in the applicable Final Terms; or (b) the relevant Instruments constitute a Reference Obligation Only Trade.

"Outstanding Principal Amount" means with respect to Tranch Portfolio CLNs on any day, the Aggregate Nominal Amount as at the Issue Date minus the sum of all Writedown Amounts determined up to and including such day.

"Outstanding Principal Balance" of an obligation will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where "Include Accrued Interest" is specified as applicable in the applicable Final Terms (or where neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified as applicable in the applicable Final Terms and the Calculation Agent determines that the then-current market practice is to include accrued interest), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);
- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in sub-paragraph (a) less any amounts subtracted in accordance with this sub-paragraph (b), the **"Non-Contingent Amount"**); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Valuation Date, as applicable; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

Where "Fallback Discounting" applies, then notwithstanding the foregoing, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under sub-paragraph (B) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

- (x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the **"Original Obligation(s)"**) at the time of such

exchange (determined without regard to market or trading value of the Original Obligation(s)); and

- (y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a holder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee.

Where: "Fallback Discounting" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the Physical Settlement Matrix specifies that Fallback Discounting applies to such Transaction Type.

"Quantum of the Claim" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"Package Observable Bond" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in sub-paragraphs (a) or (b) of the definition thereof, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"Parallel Auction" means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Cancellation Date" means "Auction Cancellation Date" as defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Settlement Terms" means following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms for the purposes of such Auction are the same as the Deliverable Obligation Provisions applicable to the Notional Credit Derivative Transaction and for which such Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

"Parallel Notice of Physical Settlement Date" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"Payment Requirement" means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Final Terms, U.S.\$1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"Permissible Deliverable Obligations" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to the relevant Auction.

"Permitted Contingency" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;
 - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
 - (iv) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Conditions and/or the applicable Final Terms; or
 - (v) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the Conditions and/or the applicable Final Terms; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"Permitted Transfer" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"Physical Settlement Matrix" means the version of the ISDA Credit Derivatives Physical Settlement Matrix, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA on its website at www.isda.org (or any successor website thereto), provided that any reference therein to (a) "Confirmation" shall be deemed to be a reference to the Credit Linked Note Conditions and/or the applicable Final Terms; (b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency, (c) "Section 1.32 of the Definitions" shall be deemed to be a reference to "Credit Event Notice", (d) "Section 1.33" shall be deemed to be a reference to Credit Linked Note Condition 11 and (e) "Section 8.19" shall be deemed to be a reference to "Physical Settlement Period".

"Physical Settlement Period" means the number of Business Days specified as such in the applicable Final Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Entitlement, the longest number of Business Days for settlement in accordance with then-current market practice of such Deliverable Obligation, as determined by the Calculation Agent in its sole discretion provided that the Physical Settlement Period shall not be less than ten Business Days (unless otherwise notified by the Calculation Agent to the Issuer). If the Calculation Agent has notified the Issuer that the Issuer will endeavour to Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty Business Days.

"Post Dismissal Additional Period" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date)).

"Potential Failure to Pay" means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"Potential Repudiation/Moratorium" means the occurrence of an event described in paragraph (a) of the definition of Repudiation/Moratorium.

"Prior Deliverable Obligation" means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in sub-paragraphs (a) or (b) of the definition thereof, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"Prior Reference Obligation" means, in circumstances where there is no Reference Obligation applicable to the Instruments, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the applicable Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity.

"Private-side Loan" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Prohibited Action" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in sub-paragraphs (a) to (d) of the definition of Credit Event) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"Public Source" means each source of Publicly Available Information specified (or deemed specified) as such in the applicable Final Terms (or if no such source is specified in the applicable Final Terms, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

"Publicly Available Information" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice has occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);
- (b) is information received from or published by (i) a Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or
- (c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in sub-paragraphs (b) or (c) is not publicly available, it can only constitute Publicly Available Information if it can be made public

without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in sub-paragraphs (b) or (c), the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state:

- (i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
- (ii) that such occurrence:
 - (A) has met the Payment Requirement or Default Requirement;
 - (B) is the result of exceeding any applicable Grace Period; or
 - (C) has met the subjective criteria specified in certain Credit Events;

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both sub-paragraphs (a) and (b) of the definition of Repudiation/Moratorium.

"Qualifying Affiliate Guarantee" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

"Qualifying Guarantee" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
 - (i) by payment;
 - (ii) by way of Permitted Transfer;
 - (iii) by operation of law;
 - (iv) due to the existence of a Fixed Cap; or
 - (v) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms; or

- (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of "Bankruptcy" in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"Qualifying Participation Seller" means any participation seller that meets the requirements specified in the applicable Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"Quotation" means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) the Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day. If no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (c)
 - (i) if "Include Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;
 - (i) if "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (ii) if neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine, based on the then-current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.

"Quotation Amount" means the amount specified as such in the applicable Final Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Final Terms, the Aggregate Nominal Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

"Quotation Dealer" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the applicable Final Terms. If no Quotation Dealers are specified in the applicable Final Terms, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s). For the avoidance of doubt, the Calculation Agent and/or any of its affiliates may be selected as a Quotation Dealer.

"Quotation Method" means the applicable Quotation Method specified in the applicable Final Terms by reference to one of the following terms:

- (a) **"Bid"** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **"Offer"** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **"Mid-market"** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for the purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the applicable Final Terms, Bid shall apply.

"Reference Entity" or **"Reference Entities"** means the reference entity or entities described as such in the applicable Final Terms or Reference Portfolio (as applicable). Any Successor to a Reference Entity either (a) identified by the Calculation Agent pursuant to the definition of "Successor" on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Instruments (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Successor identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary shall not be the Reference Entity for the relevant Instruments unless the Calculation Agent notifies the Issuer that such announcement shall apply to such Instruments).

"Reference Entity Notional Amount" means, in respect of any Reference Entity:

- (a) with respect to Linear Basket CLNs, unless otherwise specified in the applicable Final Terms, the Aggregate Nominal Amount of the Notes divided by the number of Reference Entities; or
- (b) with respect to Tranche Portfolio CLNs, the Implicit Portfolio Size multiplied by the Reference Entity Weighting for such Reference Entity, subject to the Successor Provisions.

"Reference Entity Weighting" means, in respect of a Reference Entity, the weighting as set out in the Reference Portfolio for such Reference Entity.

"Reference Portfolio" means either:

- (a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or
- (b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that annex.

"Reference Obligation" means, with respect to a Reference Entity, the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable with respect to the Reference Entity in the applicable Final Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable with respect to the Reference Entity (or no election is specified with respect to the Reference Entity), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified with respect to the Reference Entity in the applicable Final Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

"Reference Obligation Only Redemption Date" means any day from and including the Substitution Event Date in respect of the event set out in sub-paragraph (a) of the definition of Substitution Event as specified in a Reference Obligation Only Redemption Notice.

"Reference Obligation Only Trade" will be applicable with respect to the Instruments if (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the applicable Final Terms and (b) "Standard Reference Obligation" is specified as not applicable in the applicable Final Terms.

Notwithstanding the definition of Substitute Reference Obligation: (i) no Substitute Reference Obligation shall be determined in respect of a Reference Obligation Only Trade and (ii) if the events set out in sub-paragraphs (b) or (c) of the definition of Substitution Event occur with respect to the Reference Obligation in a Reference Obligation Only Trade, such Reference Obligation shall continue to be the Reference Obligation.

"Relevant City Business Days" has the meaning given to that term in the DC Rules.

"Relevant Guarantee" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the applicable Final Terms, a Qualifying Guarantee.

"Relevant Holder" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or NOPS Amendment Notice, as applicable.

"Relevant Obligations" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made pursuant to the definition of Successor and Credit Linked Note Condition 13 (*Successors*), make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Senior Transaction, the Relevant Obligations shall only

include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

- (d) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms, and the Instruments are deemed to be a Subordinated Transaction, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if the Instruments were a Senior Transaction.

"Replacement Deliverable Obligation" has the meaning set out in Credit Linked Note Condition 5.

"Replacement Reference Entity" means an entity identified by the Calculation Agent which is the "Replacement Reference Entity" under the relevant Hedge Transaction and/or:

- (a) that is in the same industry classification group as the Surviving Reference Entity as determined by the Calculation Agent with reference to the industry classification groups as published by Moody's Investors Service, Inc. or Standard & Poor's Financial Services LLC or any successors thereto or any other rating agency as the Calculation Agent shall determine;
- (b) that has a bid-side credit spread (at the time the Calculation Agent identifies such entity) no greater than 110 per cent. or (as otherwise specified in the applicable Final Terms) of the relevant Surviving Reference Entity at the same time (the "Credit Spread Requirement"), in each case based on a credit default swap:
 - (i) on market standard terms for the relevant entity as at the time of such determination;
 - (ii) in respect of a floating rate payer calculation amount equal to at least 50 per cent but not more than 100 per cent. of the Calculation Amount; and
 - (iii) with a term equal to the period from and including the date of determination to and including the Scheduled Termination Date (the "Remaining Term"), provided that the Calculation Agent, having used reasonable endeavours, cannot obtain quotations from at least three Quotation Dealers, in respect of the Remaining Term, the term for the purposes of this paragraph (iii) shall be five years,

The bid-side credit spreads for the purpose of the Credit Spread Requirement shall be the unweighted arithmetic mean of the spread quotations obtained by the Calculation Agent from at least three Quotation Dealers, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

- (c) that is principally traded in the credit derivative market in respect of the same geographical region as the relevant Surviving Reference Entity, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner; and
- (d) that is not an Affiliate of any other Reference Entity under the Instruments, the Issuer or the Calculation Agent both immediately prior to and following the relevant Succession Event.

"Representative Amount" means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

"Repudiation/Moratorium" means the occurrence of both of the following events:

- (a) an authorised officer of the Reference Entity or a Governmental Authority:

- (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Notice Date:

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
 - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
 - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

"Repudiation/Moratorium Extension Condition" is satisfied (a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is 15 Business Days after the Scheduled Maturity Notice Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium for the purposes of the Instruments has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Scheduled Maturity Notice Date (and provided that, if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Repudiation/Moratorium Extension Condition shall not be satisfied unless the Calculation Agent notifies the Issuer that such announcement shall apply to the Instruments) or (b) otherwise, by the delivery by the Calculation Agent to the Issuer of (x) a Repudiation/Moratorium Extension Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the applicable Final Terms, a Notice of Publicly Available Information that are each effective on or prior to the date that is 15 Business Days after the Scheduled Maturity Notice Date; or (y) an Extension Notice giving notice of the circumstances set out in sub-paragraph (d) of the definition thereof on or prior to the Scheduled Maturity Date (or, if later, the second Business Day following the Scheduled Maturity Notice Date).

In all cases, the Repudiation/Moratorium Extension Condition will be deemed either not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Scheduled Maturity Notice Date, provided that, if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, such announcement by the DC Secretary shall be deemed not to have been made (and the Instruments shall be construed accordingly) unless the Calculation Agent notifies the Issuer that such announcement shall apply to the Instruments.

"Repudiation/Moratorium Extension Notice" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Notice Date. A Repudiation/Moratorium Extension

Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"Resolve" has the meaning given to that term in the DC Rules, and **"Resolved"** and **"Resolves"** shall be construed accordingly.

"Restructured Bond or Loan" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"Restructuring"

- (a) "Restructuring" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Obligation to bind all the holders of such Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:
 - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Notwithstanding the provisions of sub-paragraph (a) above, none of the following shall constitute a Restructuring:
 - (i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;
 - (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
 - (iii) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) above due to an administrative adjustment,

- accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (iv) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of sub-paragraph (a)(v) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
 - (c) For the purposes of the definition of Restructuring and Credit Linked Note Condition 15, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the sub-paragraph (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity.
 - (d) If an exchange has occurred, the determination as to whether one of the events described under sub-paragraphs (a)(i) to (v) has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Date" means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Restructuring Maturity Limitation Date" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Notice Date. Notwithstanding the foregoing, if the final maturity date of the Latest Maturity Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date and the Scheduled Maturity Notice Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

"Revised Currency Rate" means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time, or (b) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

"Scheduled Maturity Notice Date" means the date specified as such in the applicable Final Terms or if no date is so specified, the Scheduled Maturity Date.

"Senior Obligation" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

"Senior Transaction" means a series of Instruments for which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

"Seniority Level" means, with respect to an obligation of the Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in the applicable Final Terms, or (b) if no such seniority level is specified in the applicable Final Terms, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level".

"Settlement Currency" means the currency specified as such in the applicable Final Terms, or if no currency is specified in the applicable Final Terms, the Specified Currency of the Credit Linked Notes.

"Settlement Date" means, in relation to Tranch Portfolio CLNs, the date that is five Business Days after each relevant Final Price Calculation Date.

"Settlement Method" means the settlement method specified (or deemed specified) in the applicable Final Terms.

"Solvency Capital Provisions" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"Sovereign" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

"Sovereign Restructured Deliverable Obligation" means an Obligation of a Reference Entity which is a Sovereign (either directly or as a provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within the definition of a Deliverable Obligation set out in sub-paragraph (a) of the definition thereof immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Sovereign Succession Event" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

"Specified Number" means the number of Public Source(s) specified in the applicable Final Terms, or if no number is specified in the applicable Final Terms, two, provided that where "Calculation Agent Determination" is specified as applicable in the applicable Final Terms, the "Specified Number" shall be one.

"SRO List" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"Standard Reference Obligation" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

"Standard Specified Currencies" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"Subordinated Obligation" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

"Subordinated Transaction" means a series of Instruments for which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

"Substitute Reference Obligation" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with sub-paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (b) If any of the events set forth under sub-paragraphs (a) or (c) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and sub-paragraph (c)(ii) below). If the event set forth in sub-paragraph (b) of the definition of Substitution Event has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under sub-paragraphs (i) or (iii) of the definition of Substitution Event occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
 - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation;
 - (A) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (II) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

- (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or
- (B) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in sub-paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Instruments, as determined by the Calculation Agent. The Calculation Agent will notify the Issuer of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with sub-paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to sub-paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with sub-paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

"Substitute Reference Obligation Resolution Request Date" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"Substitution Date" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation.

"Substitution Event" means, with respect to the Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole;
- (b) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

- (c) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

"**Successor**" means:

- (a) subject to sub-paragraph (c) below, the entity or entities, if any, determined as follows:
 - (i) subject to sub-paragraph (a)(vii), if one entity succeeds, either directly or as provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor, and the Credit Linked Notes will be divided in accordance with Credit Linked Note Condition 13;
 - (iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor, and the Credit Linked Notes will be divided in accordance with Credit Linked Note Condition 13;
 - (v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Credit Linked Notes will not be changed in any way as a result of the such succession;
 - (vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and the Credit Linked Notes will be divided in accordance with Credit Linked Note Condition 13); and
 - (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor.
- (b) The Calculation Agent will be responsible for determining, as soon as reasonably practicable it becomes aware thereof and, in each case, with effect from the Succession Date, any Successor or Successors under sub-paragraph (a) above; provided that if

"Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms, the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

Notwithstanding sub-paragraph (a) above, where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Successor shall be either (as selected by the Calculation Agent in its sole discretion) (A) the current obligor in respect of the Reference Obligation, (B) the successor(s) determined in accordance with sub-paragraph (a) above, as applicable, or (C) any successor(s) identified by the relevant Credit Derivatives Determinations Committee pursuant to a DC Resolution if the Calculation Agent notifies the Issuer that a DC Resolution in relation to a Reference Entity and a succession shall apply.

The Calculation Agent will make all calculations and determinations required to be made under this provision on the basis of Eligible Information and will notify the Issuer of any such calculation or determination as soon as practicable.

In calculating the percentages used to determine whether an entity qualifies as a Successor, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

- (c) An entity may only be a Successor if:
 - (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after January 1, 2014;
 - (ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
 - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (d) For the purposes of this definition of Successor, "**succeed**" means, with respect to a Reference Entity and its Relevant Obligations, that an entity other than such Reference Entity: (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement); or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of Successor, "succeeded" and "succession" shall be construed accordingly.
- (e) In the case of an exchange offer, the determination required pursuant to sub-paragraph (a) above shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.
- (f) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by

the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(g) Where:

- (A) a Reference Obligation with respect to a Reference Entity is specified in the applicable Final Terms; and
 - (B) one or more Successors to the Reference Entity have been identified; and
 - (C) any one or more such Successors have not assumed the Reference Obligation,
- a Substitute Reference Obligation will be determined in accordance with the definition of "Substitute Reference Obligation".

"Successor Backstop Date" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date or otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Calculation Agent to the Issuer not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"Successor Notice" means an irrevocable notice from the Calculation Agent to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity has been determined by the Calculation Agent. A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to the definition of Successor.

"Successor Resolution Request Date" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"Steps Plan" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"Trade Date" means the date specified as such in the applicable Final Terms.

"Tranche Size" means in respect of Tranche Portfolio CLNs, the Exhaustion Point minus the Attachment Point.

"Tranche Portfolio CLNs" means any Instrument identified as such in the applicable Final Terms.

"Transaction Auction Settlement Terms" means either:

- (a) (if the relevant Credit Event is not a Restructuring) the Credit Derivatives Auction Settlement Terms; and
- (b) (if the relevant Credit Event is a Restructuring), the Credit Derivatives Auction Settlement Terms for which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

If multiple Transaction Auction Settlement Terms are published in relation to Senior Obligations and Subordinated Obligations of the Reference Entity, the Calculation Agent shall select the Transaction Auction Settlement Terms which are relevant for the purposes of the Notes.

"Transaction Type" means in respect of a Reference Entity, the transaction type specified in respect of such Reference Entity in the applicable Final Terms corresponding to the "Transaction Type" specified as such in the Physical Settlement Matrix.

"Undeliverable Obligation" means a Deliverable Obligation included in the Entitlement which, on the Final Delivery Date for such Deliverable Obligation, the Calculation Agent determines (in its sole discretion) for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions, a Hedge Disruption Event or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is either:

- (a) impossible, illegal, impracticable or is otherwise unable to Deliver for any reason on the Final Delivery Date; or
- (b) unable or impracticable to Deliver on the Final Delivery Date because (i) the relevant Holder(s) has not taken any action that is deemed necessary by the Calculation Agent (acting in its sole discretion) to enable the Issuer to Deliver and/or for the Holder(s) to take delivery of all or a portion of the Deliverable Obligations; or (ii) the Holder(s) has failed to provide know-your-customer information, sign and deliver relevant transfer documentation and/or confidentiality agreement, pay a fee to the agent to effect the transfer and/or provide any other information or documentation or make any other payment (including any taxes) as is specified under the terms of the relevant Deliverable Obligations or as is customary to provide in respect of such Deliverable Obligations, each as may be required pursuant to the definition of "Deliver" herein.

Where Asset Package Delivery applies the Issuer may (but is not obliged to) Deliver any Asset comprising the Asset Package and any Asset which is not Delivered shall constitute an "Undeliverable Obligation" for the purposes of this definition.

"Underlying Obligation" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"Underlying Obligor" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"Undetermined Reference Entity" means in respect of Tranching Portfolio CLNs each Reference Entity in respect of which:

- (a) an Event Determination Date has occurred but in respect of which the Final Price Calculation Date has not occurred; or
- (b) the Calculation Agent has determined that a Potential Failure to Pay, Potential Repudiation/Moratorium or a potential Credit Event (including without limitation, a Credit Event Resolution Request Date in respect of which a DC Announcement (as defined in Credit Linked Note Condition 7) has not occurred) as determined by the Calculation Agent in its sole discretion, has occurred or may occur on or prior to the next Interest Payment Date,

(any such Event Determination Date or date of such determination by the Calculation Agent, the **"Undetermined Reference Entity Date"**).

"Undetermined Reference Entity Notional Amount" means on any day, the aggregate of the Reference Entity Notional Amounts for all Undetermined Reference Entities on such day.

"Unsettled Event Determination Interest Period" means an Interest Period during which one or more Undetermined Reference Entity Date(s) have occurred, where after such Interest Period,

the Calculation Agent determines in respect of such Undetermined Reference Entity Date(s) that no Event Determination Date has occurred or, as the case may be, the Final Price Calculation Date has occurred.

"Unwind Costs" means the amount specified in the applicable Final Terms or if "Standard Unwind Costs" are specified in the applicable Final Terms, an amount determined by the Calculation Agent in its sole discretion equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding and break funding charges and fees), tax and duties incurred by the Issuer and/or any of its Affiliates and/or agents in connection with the redemption or cancellation, as applicable, of the Instruments and the related termination, settlement or re-establishment of any hedge or related trading position (and any cost incurred by the Issuer and/or any of its Affiliates and/or agents in sourcing the Deliverable Obligations delivered if the Issuer is unable to do so by way of a transaction entered into pursuant to the relevant Auction and to the extent that the same exceeds the Auction Final Price (if any) determined in relation to the relevant Reference Entity) (or which would have been so incurred had the Issuer and/or its Affiliates entered into and/or elected to unwind one or more such transactions, positions or arrangements), such amount to be apportioned *pro rata* amongst each nominal amount of Credit Linked Notes equal to the Calculation Amount set out in the applicable Final Terms.

"Valuation Date" means (i) where Physical Settlement is specified as applying in the applicable Final Terms, the day falling five Business Days after the Final Delivery Date, or (ii) where Cash Settlement is specified as applying in the applicable Final Terms, if "Single Valuation Date" is specified in the applicable Final Terms, the date that is the number of Business Days specified in the applicable Final Terms after the Event Determination Date or, if the number of Business Days is not so specified, any day falling on or before the 122nd Business Day after the Event Determination Date or (following any Auction Cancellation Date or No Auction Announcement Date) after such Auction Cancellation Date or No Auction Announcement Date (in each case, as selected by the Calculation Agent in its sole discretion), and if "Multiple Valuation Dates" is specified in the applicable Final Terms, each of the following dates:

- (a) the date that is the number of Business Days specified in the applicable Final Terms after the Event Determination Date, Auction Cancellation Date or No Auction Announcement Date (or, if the number of Business Days is not specified, five Business Days); and
- (b) each successive date that is the number of Business Days specified in the applicable Final Terms (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "Multiple Valuation Dates" is specified in the applicable Final Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Final Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Final Terms, Single Valuation Date shall apply.

"Valuation Method":

- (a) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and only one Valuation Date:

"Market" means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

"Highest" means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

- (b) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Highest.

- (c) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and more than one Valuation Date:

"Average Market" means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

"Highest" means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

"Average Highest" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

- (d) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Highest.

- (e) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and only one Valuation Date:

"Blended Market" means the unweighted arithmetic mean of the Market Value for each Reference Obligation determined by the Calculation Agent with respect to the Valuation Date; or

"Blended Highest" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent for each Reference Obligation with respect to the Valuation Date.

- (f) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Blended Highest.

- (g) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and more than one Valuation Date:

"Average Blended Market" means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Market Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date; or

"Average Blended Highest" means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Highest Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date.

- (h) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Blended Highest.

- (i) Notwithstanding paragraphs (a) to (h) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market, Average Market, Blended Market or Average Blended Market, as the case may be.

"Valuation Time" means the time specified as such in the applicable Final Terms or, if no time is so specified, 11.00 a.m. in the principal trading market for the Reference Obligation.

"Voting Shares" means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"Weighted Average Quotation" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, if a Minimum Quotation Amount is specified in the applicable Final Terms, of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as

near in size as practicable to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

"Writedown Amount" means, with respect to a Reference Entity, the aggregate of the Incurred Loss Amounts (if any) for the related Final Price Calculation Date and any related Unwind Costs.

3. **Final Redemption of Credit Linked Notes**

Unless previously redeemed or purchased and cancelled, and subject to the immediately following paragraph and Credit Linked Note Conditions 4 to 6 below, each Credit Linked Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the CLN Maturity Date (or if no such provision is made in the applicable Final Terms at the outstanding principal amount thereof).

If Reference Obligation Only Trade is applicable with respect to the Instruments and the event set out in sub-paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation, the Calculation Agent may give notice (such notice a **"Reference Obligation Only Redemption Notice"**) to the Issuer on any day from and including the applicable Substitution Event Date and the Issuer shall redeem each Credit Linked Note at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency (or if no such provision is made in the applicable Final Terms at the outstanding principal amount thereof) on the Reference Obligation Only Redemption Date.

4. **Cash Settlement**

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default CLNs, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Cash Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Cash Settlement"), the Calculation Agent shall give notice (such notice a **"Settlement Notice"**) to the Issuer and the Issuer shall redeem or cancel, as applicable, all of the Instruments and pay in respect of each Instrument the Credit Event Redemption Amount on the Credit Event Redemption Date.

If an Event Determination Date occurs and the Notes are redeemed in accordance with this Credit Linked Note Condition 4, upon payment of the Credit Event Redemption Amount the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the Issue Price or nominal amount of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

5. **Physical Settlement**

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default CLNs, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Physical Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Physical Settlement"), the Calculation Agent shall give notice (such notice a **"Notice of Physical Settlement"**) to the Issuer on or before the NOPS Cut-off Date and the Issuer shall redeem or cancel, as applicable, all of the Instruments, by Delivering (or procuring the Delivery) in respect of each Instrument the Deliverable Obligations comprising the Entitlement, subject to and in accordance with the Note Conditions and the Credit Linked Note Conditions (and in particular, Credit Linked Note Condition 9).

In the Notice of Physical Settlement, the Calculation Agent shall:

- (a) specify the Deliverable Obligations comprising the Entitlement that the Issuer shall endeavour to Deliver including, if available and applicable, the CUSIP or ISIN number

(or, if such identifying number is not available or applicable, the rate and tenor) of each such Deliverable Obligation; and

- (b) specify the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case, the "Outstanding Amount") and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of all Deliverable Obligations specified in the Notice of Physical Settlement that the Issuer shall endeavour to Deliver (the "Aggregate Outstanding Amount").

The Calculation Agent may at any time prior to any Delivery Date by delivery of a notice to the Issuer (the "**NOPS Amendment Notice**") amend the Notice of Physical Settlement and the Issuer shall endeavour to, pursuant to such NOPS Amendment Notice, Deliver to the Holders replacement Deliverable Obligations that are different from the Deliverable Obligations originally specified (each, a "**Replacement Deliverable Obligation**"). A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of the Replacement Deliverable Obligations specified in any NOPS Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligations specified in the Notice of Physical Settlement or any earlier NOPS Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Delivery Date (determined without reference to any change resulting from such NOPS Amendment Notice).

Notwithstanding the foregoing, (i) the Calculation Agent may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to Issuer prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Calculation Agent shall on the NOPS Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Issuer of the detailed description of the Asset Package, if any, that the Issuer shall endeavour to deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, it being understood in each case that such notice of correction shall not constitute a NOPS Amendment Notice.

If (i) "Physical Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod R" is specified as applicable in the applicable Final Terms and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice, as applicable, if such Deliverable Obligation (A) is a Fully Transferable Obligation and (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date.

If (i) "Physical Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod Mod R" is specified as applicable in the applicable Final Terms and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice, as applicable, if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date in each case, as of both the NOPS Effective Date and the Delivery Date. Notwithstanding the foregoing, for purposes of this sub-paragraph, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier

of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

Unless otherwise specified in the applicable Final Terms, the Guaranteed Cash Settlement Amount in respect of each Credit Linked Note shall be an amount calculated in accordance with the definition of "Partial Cash Settlement Amount", provided that the Guarantor shall designate in its sole and absolute discretion which portion of the Entitlement shall be an Undeliverable Obligation, and provided that the Valuation Date, shall be the date notified as such by the Guarantor to the Issuer and the Calculation Agent.

If an Event Determination Date occurs and the Instruments are redeemed or are cancelled in accordance with this Credit Linked Note Condition 5, upon Delivery of the Deliverable Obligations comprising the Entitlement and/or payment of the Partial Cash Settlement Amount, as the case may be, the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount in respect of the Instruments to be redeemed may be less than the Issue Price, nominal amount or notional amount, as applicable, of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

6. Auction Settlement

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default CLNs, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Auction Settlement", the Calculation Agent shall give notice (such notice a "Settlement Notice") to the Issuer and the Issuer shall redeem or cancel as applicable, all of the Instruments and pay in respect of each Instrument the Auction Settlement Amount on the Auction Settlement Date unless a Fallback Settlement Event occurs (for the avoidance of doubt, in relation to the same Credit Event), in which case the Issuer shall redeem or cancel, as the case may be, the Instruments in accordance with the applicable Fallback Settlement Method.

If an Event Determination Date occurs and the Notes are redeemed or are cancelled in accordance with this Credit Linked Note Condition 6, upon payment of the Auction Settlement Amount the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The Auction Settlement Amount may be less than the Issue Price or nominal amount of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

7. Suspension of Obligations

If a Credit Event Resolution Request Date occurs in relation to any Reference Entity, then, unless the Issuer otherwise elects by notice to the Holders, any obligation of the Issuer to redeem or cancel (as the case may be) or otherwise settle any Credit Linked Note or pay any amount of interest or Additional Amount (as the case may be) which would otherwise be due thereon shall, to the extent that it relates to such Reference Entity, be and remain suspended until (a) the occurrence of a DC Credit Event Announcement; (b) the occurrence of a DC No Credit Event Announcement; or (c) the occurrence of a DC Credit Event Question Dismissal (each of the events set out in (a), (b) or (c), a "DC Announcement").

Following a DC Announcement, any obligations so suspended shall resume on the second Business Day immediately following the date of such DC Announcement (with benefit being given of the full day notwithstanding when the tolling or suspension began). Any amount of interest or any Additional Amount so suspended shall, subject to Note Condition 5(E) become due and payable on the date determined by the Calculation Agent in its sole discretion provided that such date shall not be later than 20 Business Days after the date of such DC Announcement.

No interest shall accrue on any amount of interest, any Final Redemption Amount or any other payment obligation of the Issuer so suspended.

Where the applicable Final Terms specify that "Calculation Agent Determination" is applicable, this Credit Linked Note Condition 7 shall not apply to the relevant Instruments unless the Calculation Agent notifies the Issuer that this Credit Linked Note Condition 7 shall apply.

8. **Interest and Additional Amounts**

Following the delivery of an Extension Notice, in the case of interest bearing Credit Linked Notes and provided that an Event Determination Date has not occurred, the Issuer shall be obliged to pay interest calculated as provided in Note Condition 5 accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date (or, if none the Interest Commencement Date) to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the CLN Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay.

Without prejudice to Credit Linked Note Condition 7, if "Accrual of Interest upon Credit Event" or, as the case may be, "Accrual of Additional Amounts upon Credit Event" is specified as Not Applicable in the applicable Final Terms and the Calculation Agent determines that a Credit Event, a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred or may occur on or prior to an Interest Payment Date, the Calculation Agent may notify the Issuer and where the Calculation Agent delivers any such notice (a "**Postponement Notice**") to the Issuer on or prior to such Interest Payment Date (in either case, the "**Postponed Payment Date**"), any obligation of the Issuer to pay any interest amount shall be suspended for a period of 15 Business Days following such Postponed Payment Date (or, in respect of any Postponed Payment Date scheduled to fall on the Scheduled Maturity Date, up to the CLN Maturity Date (or such shorter period as the Calculation Agent may notify the Issuer) to enable the Calculation Agent to determine whether a Credit Event has occurred.

Where the Calculation Agent delivers a Postponement Notice to the Issuer, the Issuer shall give notice thereof as soon as practicable to the Holders in accordance with Note Condition 14, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any postponement of an Interest Payment Date.

If an Event Determination Date has not occurred on or prior to such 15th Business Day or CLN Maturity Date, the interest amount shall be payable on such 15th Business Day or CLN Maturity Date (for the avoidance of doubt, no interest shall accrue on any amount of interest so suspended). If an Event Determination Date has occurred on or prior to such 15th Business Day or CLN Maturity Date, then notwithstanding Note Condition 5(E)(a), each Note shall cease to bear interest from the Interest Payment Date immediately preceding the Postponed Payment Date or, if the Postponed Payment Date falls on the first Interest Payment Date, no interest shall accrue on the Notes (and Note Condition 5(E) shall be deemed to be amended accordingly).

9. **Partial Cash Settlement**

If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Entitlement are not Delivered for whatever reason by the Final Delivery Date, the Calculation Agent shall give notice (a "**Partial Cash Settlement Notice**") to the Issuer, as applicable, and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date. For the avoidance of doubt, the failure by the Issuer to Deliver all or such portion of the Undeliverable Obligations comprising the Entitlement on or prior to the Final Delivery Date shall not constitute an Event of Default.

Unless otherwise specified in the applicable Final Terms, for the purposes of this Credit Linked Note Condition 9 the following terms are deemed to have the following meanings:

"Indicative Quotation" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as

the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

"Market Value" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (b) if exactly three Full Quotations are obtained, the Full Quotations remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (e) if Indicative Quotations are specified as applying in the applicable Final Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (f) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

"Partial Cash Settlement Amount" is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (a) (i) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (ii) either (A) if one or more Auctions are held by the Credit Derivatives Determinations Committee in respect of the Reference Entity, the Auction Final Price or (B) if the Calculation Agent decides (in its sole and absolute discretion), the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, less (iii) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Entitlement), and (b) zero.

"Partial Cash Settlement Date" is deemed to be the date falling three Business Days after the calculation of the Final Price or, as applicable, the date falling fifteen Business Days after the later of (a) the Final Delivery Date and (b) the Auction Final Price Determination Date.

"Quotation" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Final Terms, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations

from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Final Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.

- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Final Terms, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) The Calculation Agent shall determine, based on the then-current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.
- (d) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

"Quotation Amount" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be. The Calculation Agent may in its sole discretion round up or down the Quotation Amount for the purposes of seeking a Quotation.

"Quotation Method" is deemed to be Bid.

"Reference Obligation" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"Valuation Method" is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case "Valuation Method" is deemed to be Market Value.

"Valuation Time" is the time specified as such in the applicable Final Terms, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"Weighted Average Quotation" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

10. **Redemption following a Merger Event**

If this Credit Linked Note Condition 10 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Holders in accordance with Note Condition 14, and redeem or cancel, as applicable, all but not less than all of the Instruments on a date selected by the Issuer and not later than 30 calendar days following the effective date of such notice at the Early Redemption Amount.

11. **Credit Event Notice after M(M)R Restructuring Credit Event**

If this Credit Linked Note Condition 11 is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in the Terms and Conditions, upon the occurrence of an M(M)R Restructuring:

- (a) the Calculation Agent may deliver a Credit Event Notice in respect of an amount (the "**Partial Redemption Amount**") that is less than the principal amount outstanding of each Note immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked Note Conditions and related provisions shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).
- (b) For the avoidance of doubt (A) the principal amount of each such Note not so redeemed in part shall remain outstanding and interest shall accrue on the principal amount outstanding of such Note as provided in Note Condition 5 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (B) the Credit Linked Note Conditions and related provisions shall apply to such principal amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the M(M)R Restructuring Credit Event and (C) once a Credit Event Notice with respect to an M(M)R Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the M(M)R Restructuring Credit Event.
- (c) If the provisions of this Credit Linked Note Condition 11 apply in respect of the Credit Linked Notes, on redemption of part of each such Credit Linked Note the relevant Credit Linked Note or, if the Credit Linked Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such part redemption.

12. **Multiple Holder Obligation**

If this Credit Linked Note Condition 12 is specified as applicable (or deemed to be applicable) in the applicable Final Terms, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a)(i) to (v) of the definition of "Restructuring" in Credit Linked Note Condition 2 shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

"Multiple Holder Obligation" means an Obligation that (a) at the time of the event which constitutes a Restructuring Credit Event, is held by more than three holders that are not Affiliates of each other and (b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event, provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (b).

13. **Successors**

- (a) Where pursuant to sub-paragraph (a)(iii), (iv) or (vi) of the definition of Successor, more than one Successor has been identified, the Credit Linked Notes will be equally divided into such number of notional Credit Linked Notes as there are Successors and each Successor will be the Reference Entity for the purposes of one of such Credit Linked

Notes. These Credit Linked Note Conditions shall be deemed to apply to such Credit Linked Notes and shall be construed accordingly.

- (b) Where a Credit Event occurs in respect of a Reference Entity after more than one Successor has been identified, the provisions of these Credit Linked Note Conditions shall be deemed to apply to the nominal amount represented by that Reference Entity only (the "**Partial Principal Amount**") and all the provisions shall be construed accordingly. Each Instrument shall thereafter be redeemed in part (such redeemed part being equal to its *pro rata* share of the Partial Principal Amount).
- (c) The Instruments shall remain outstanding in an amount equal to the outstanding principal amount of the Credit Linked Notes minus the Partial Principal Amount (such amount, the "**Remaining Amount**") and interest shall accrue on the Remaining Amount as provided for in Note Condition 5 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate).
- (d) Any determinations (including (without limitation) as to the division of the Credit Linked Notes) and any adjustment to the applicable Final Terms relating to, connected with or as a result of the identification of more than one Successor shall be made by the Calculation Agent in its sole discretion (provided that if such determinations have been made by the relevant Credit Derivatives Determinations Committee, then the Calculation Agent shall, unless (x) otherwise provided for in the applicable Final Terms or (y) "Calculation Agent Determination" is specified as applicable in the applicable Final Terms, be bound by such determinations) and, in the absence of manifest error, shall be conclusive and binding on all Holders. The applicable Final Terms may be amended and restated from time to time to reflect the effect of such determinations without the consent of the Holders and the Holders are deemed to agree to this provision by the purchase of the Instruments.
- (e) In respect of Linear Basket CLNs and Tranche Portfolio CLNs, where more than one Successor has been identified in respect of a Reference Entity pursuant to sub-paragraph (a) of the definition of Successor, the Reference Entity Notional Amount of the relevant Reference Entity will be equally divided by reference to the number of Successors and each Successor will be a Reference Entity for the purposes of the Notes.

14. **Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities" (published on September 15, 2014)**

If Credit Linked Note Condition 14 is specified as applicable in the applicable Final Terms, the following provisions will apply:

- (a) **Obligation and Deliverable Obligation.** Paragraph (a) of the definition of "Obligation" in Credit Linked Note Condition 2 and paragraph (a) of the definition of "Deliverable Obligation" in Credit Linked Note Condition 2 are hereby amended by adding "or Qualifying Policy" after "or as a provider of a Relevant Guarantee".
- (b) **Interpretation of Provisions.** In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) (*Interpretation of Provisions*) of the definition of "Deliverable Obligation" and paragraph (B) (*Interpretation of Provisions*) of the definition of "Obligation" in Credit Linked Note Condition 2 will apply, with references to the "Relevant Guarantee", the "Underlying Obligation" and the "Underlying Obligor" deemed to include the "Qualifying Policy", the "Insured Instrument" and the "Insured Obligor", respectively, except that:
 - (i) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligors" as used in the Credit Linked Note Conditions in respect of such an Insured Instrument shall be construed accordingly;

- (ii) references in the definitions of "Assignable Loan" and "Consent Required Loan" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring", respectively;
 - (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms;
 - (iv) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
 - (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and
 - (vi) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.
- (c) **Outstanding Principal Balance.** References in sub-paragraph (a) of the definition of "Outstanding Principal Balance" in Credit Linked Note Condition 2 to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument shall be disregarded for the purposes of sub-paragraph (b) of the definition of "Outstanding Principal Balance" in Credit Linked Note Condition 2 provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.
- (d) **Deliver.** For the purposes of the definition of "Deliver" in Credit Linked Note Condition 2, "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.
- (e) **Provisions for Determining a Successor.** Sub-paragraphs (a), (d) and (f) of the definition of "Successor" in Credit Linked Note Condition 2 are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". Sub-paragraph (f) of the definition of "Successor" in Credit Linked Note Condition 2 is hereby amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".
- (f) **Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.** The definition of "Original Non-Standard Reference Obligation", sub-paragraph (c)(i) of the definition of "Substitute Reference Obligation" and sub-paragraph (c) of the definition of "Substitution Event" in Credit Linked Note Condition 2 are hereby amended by adding "or Qualifying Policy" after "a guarantee".
- (g) **Restructuring**

- (i) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, sub-paragraphs (a)(i) to (v) inclusive of the definition of "Restructuring" in Credit Linked Note Condition 2 are hereby amended to read as follows:

- "(i) a reduction in the rate or amount or the Instrument Payments in clause (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (ii) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (x) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition thereof or (y) the payment of the Instrument Payments described in clause (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
 - (iv) a change in the ranking in priority of payment of (x) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (y) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (v) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole)."
- (ii) Sub-paragraph (b)(iv) of the definition of "Restructuring" in Credit Linked Note Condition 2 is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy" at the end thereof.
- (iii) The definition of "Restructuring" in Credit Linked Note Condition 2 is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For purposes of the definition of "Restructuring" in Credit Linked Note Condition 2 and if Credit Linked Note Condition 14 is specified as applying in the applicable Final Terms, for the purposes of the Credit Linked Note Conditions the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in sub-paragraph (a) above shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity."

- (h) **Fully Transferable Obligation and Conditionally Transferable Obligation.** In the event that a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of "Conditionally Transferable Obligation" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring" respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Credit Linked Note Condition 5 and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (i) **Other Provisions.** For purposes of the definitions of "Credit Event" and "Deliver" in Credit Linked Note Condition 2, references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor" respectively.
- (j) **Additional Definitions.**

"Qualifying Policy" means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Credit Linked Note Condition 14) (the **"Insured Instrument"**) for which another party (including a special purpose entity or trust) is the obligor (the **"Insured Obligor"**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments);

"Instrument Payments" means (i) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (ii) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (i) and (ii) (A) determined without regard to limited recourse or reduction provisions of the type described in Credit Linked Note Condition 14(c) above and (B) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

"Certificate Balance" means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

15. **Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (published on September 15, 2014)**

If Credit Linked Note Condition 15 is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the Credit Linked Note Conditions, the following provisions will apply:

- (a) provisions relating to Multiple Holder Obligation will be deemed to be Not Applicable with respect to any Reference Obligation (and any Underlying Loan);
- (b) each Reference Obligation will be an Obligation, notwithstanding anything to the contrary in the Credit Linked Note Conditions and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity;

- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in the Credit Linked Note Conditions including and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

The Not Subordinated Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity;

- (d) the definition of "Reference Obligation" shall be deleted and the following substituted therefor:

"Reference Obligation" means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the applicable Final Terms and set forth on the relevant LPN Reference Obligations List (each a **"Markit Published LPN Reference Obligation"**), as published by Markit Group Limited, or any successor thereto, which list is as of the Trade Date available at <http://www.markit.com/marketing/services.php>, any Additional LPN determined in accordance with sub-paragraph (e) below, and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in the Credit Linked Notes Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be Not Applicable. The proviso in the definition of "Original Non-Standard Reference Obligation" shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in the Credit Linked Notes Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation", and all other provisions of the Credit Linked Note Conditions shall be construed accordingly.

The provisions set forth in the definitions of "Substitute Reference Obligation" and "Substitution Event" shall not be applicable to LPN Reference Obligations; and

- (e) the following additional definitions shall apply:

"Additional LPN" means any bond issued in the form of a loan participation note (a **"LPN"**) by an entity (the **"LPN Issuer"**) for the sole purpose of providing funds for the LPN Issuer to (a) finance a loan to the Reference Entity (the **"Underlying Loan"**) or (b) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **"Underlying Finance Instrument"**), provided that (i) either (x) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity or (y) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

"Additional Obligation" means each of the obligations listed as an Additional Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any

successor thereto, as of the Trade Date, which list is currently available at <http://www.markit.com/marketing/services.php>.

"First Ranking Interest" means a charge, security interest (or other type of interest having similar effect) (an **"Interest"**), which is expressed as being "first ranking", "first priority", or similar (**"First Ranking"**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any related insolvency jurisdiction of the LPN Issuer).

"LPN Reference Obligation" means each Reference Obligation other than any Additional Obligation.

For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation constituting a Reference Obligation.

Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Note Conditions each such loan shall be an Underlying Loan.

16. Deliverable Obligations Portfolio Valuation

If Credit Linked Note Condition 16 is specified as applicable in the applicable Final Terms:

- (a) notwithstanding anything to the contrary in the Credit Linked Note Conditions, "Reference Obligation" shall mean:
 - (i) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in sub-paragraph (A) (Method for Determining "Deliverable Obligations") in the definition of "Deliverable Obligation" above;
 - (ii) each Benchmark Obligation specified in the applicable Final Terms; and
 - (iii) any Substitute Benchmark Obligation,

as selected by the Calculation Agent in its sole and absolute discretion and notified to the Issuer (a **"Reference Obligation Notification"**) on or prior to the relevant Valuation Date.

In each case the Reference Obligation Notification shall describe the selected Reference Obligation in reasonable detail and shall specify the title or designation, maturity date and coupon rate. The Calculation Agent may at any time after delivering a Reference Obligation Notification but prior to the Valuation Time on the Valuation Date deliver a further Reference Obligation Notification which shall replace all prior Reference Obligation Notifications in relation to any additional or replacement Reference Obligation specified therein.

For the avoidance of doubt the Calculation Agent shall be entitled to select any of the Reference Obligations for the purposes of calculating the Final Price irrespective of their market value and, provided that (in the case of Credit Linked Note Condition 16(a)(i) only) the selected obligation(s) satisfy the Deliverable Obligation Category and Deliverable Obligation Characteristics on the date of selection, such obligation(s) may constitute the Reference Obligation for the purposes hereof notwithstanding that this is not the case subsequent to such date. For the avoidance of doubt, the Deliverable Obligation Category and Deliverable Obligation Characteristics shall not apply in respect of any Benchmark Obligation or Substitute Benchmark Obligation.

- (b) The definition of "Substitute Reference Obligation" in Credit Linked Note Condition 2 shall be amended so that each reference to "Substitute Reference Obligation" and "Non-Standard Reference Obligation" is replaced by reference to a "Substitute Benchmark Obligation" and a "Benchmark Obligation" respectively, provided that once a

Benchmark Obligation has been specified as a Reference Obligation the definition of "Substitute Reference Obligation" shall not apply with respect to such Benchmark Obligation.

- (c) Sub-paragraph (b)(i) of "Method for Determining Obligations" in the definition of "Obligation" in Credit Linked Note Condition 2 shall be deleted and the following substituted therefor:

"Not Subordinated" means an obligation that is not Subordinated to (i) the most senior Benchmark Obligation in priority of payment or (ii) if no Benchmark Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity. For purposes of determining whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Benchmark Obligation shall be determined as of the later of (A) the Trade Date specified in the applicable Final Terms and (B) the date on which such Benchmark Obligation was issued or incurred and shall not reflect any change to such ranking in priority of payment after such later date.

- (d) For purposes of the Credit Linked Note Conditions:
- (i) each reference in the Credit Linked Note Conditions to "a Deliverable Obligation" and "the Deliverable Obligation" shall be deemed to be a reference to "a Reference Obligation" and "the Reference Obligation" respectively; and
 - (ii) each reference in the Credit Linked Note Conditions to "a Delivery Date" and "the Delivery Date" shall be deemed to be a reference to the date of selection of the relevant Reference Obligation.
- (e) For the avoidance of doubt, if Credit Linked Note Condition 16 is specified as applicable in the applicable Final Terms Credit Linked Note Condition 5 is not applicable and the Instruments shall, following the occurrence of an Event Determination Date, be settled in accordance with Credit Linked Note Condition 4, and these Credit Linked Notes Conditions shall be construed accordingly.
- (f) If the Calculation Agent selects more than one Reference Obligation, such Reference Obligations shall have an Outstanding Principal Balance or Due and Payable Amount (or the equivalent Currency Amount of any such amount) that, in aggregate, shall not exceed the Reference Entity Notional Amount in respect of the relevant Reference Entity.
- (g) With respect to a Reference Entity and the related Final Price Calculation Date, the "Final Price" shall be the weighted average of the Final Prices determined for each Reference Obligation in respect of the relevant Reference Entity, weighted by reference to the Reference Portfolio of each such Reference Obligation.
- (h) For the purposes of Credit Linked Note Condition 16(a)(ii), Benchmark Obligation means each Reference Obligation specified in respect of the relevant Reference Entity, unless otherwise specified in the applicable Final Terms.

17. **Nth-to-Default CLNs**

Where the Instruments are Nth-to-Default CLNs:

- (a) where a succession has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which an Event Determination Date has occurred) and more than one Successor has been identified, the applicable Instruments will be equally divided into a number of notional Credit Linked Notes as there are Successors. Each such notional Credit Linked Notes shall include a Successor and each and every one of the Reference Entities unaffected by such succession shall apply thereto;
- (b) if "Substitution" is specified as not being applicable in the applicable Final Terms, where any Reference Entity (the **"Surviving Reference Entity"**) (other than a Reference Entity

that is subject to a succession) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a succession, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and

- (c) if "Substitution" is specified as being applicable in the applicable Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to a succession) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a succession:
 - (i) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
 - (ii) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

18. **Linear Basket CLNs**

Where the Notes are Linear Basket CLNs, then the provisions of these Credit Linked Note Conditions relating to redemption of Credit Linked Notes following the occurrence of an Event Determination Date, extension of maturity of Credit Linked Notes on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following the Scheduled Maturity Date shall apply separately with respect to each Reference Entity and a principal amount of each Credit Linked Note corresponding to its *pro rata* proportion of the related Reference Entity Notional Amount. The remaining provisions of these Credit Linked Note Conditions shall be construed accordingly.

Accordingly:

- (a) the Calculation Amount of each Note shall be reduced with effect from the occurrence of an Event Determination Date by a *pro rata* proportion of the Reference Entity Notional Amount or, as applicable, the Partial Redemption Amount;
- (b) following the occurrence of an Event Determination Date in respect of any Reference Entity, the Notes shall be partially redeemed and the Noteholders shall receive an amount equal to a Credit Event Redemption Amount (if Credit Linked Note Condition 4 applies) or an Auction Settlement Amount (if Credit Linked Note Condition 6 applies) or shall be entitled to receive an Entitlement, or, as appropriate, Partial Cash Settlement Amount (if Credit Linked Note Condition 5 applies), in each case calculated in respect of the Reference Entity as though references to the Calculation Amount in such definitions were references to such amount divided by the number of Reference Entities as at the relevant Event Determination Date;
- (c) the definition of "**CLN Maturity Date**" shall operate separately in respect of each Reference Entity and a portion of the Calculation Amount of each Note corresponding to a *pro rata* proportion of the related Reference Entity Notional Amount, or, as applicable, the Partial Redemption Amount; and
- (d) the provisions of Credit Linked Note Condition 8 shall apply separately in respect of each Reference Entity and a portion of the Calculation Amount of each Note corresponding to a *pro rata* proportion of the related Reference Entity Notional Amount or, as applicable, the related Reference Entity Notional Amount.

19. **Tranched Portfolio CLNs**

Where the Instruments are Tranched Portfolio CLNs:

- (a) The interest amount payable per Calculation Amount on each Interest Payment Date in respect of each Note and each Interest Period shall be a *pro rata* proportion per Calculation Amount of an amount determined on the relevant Interest Determination Date, equal to the sum of:

- (i) the product of: (A) the Interest Calculation Amount, (B) the Rate of Interest, and (C) the Day Count Fraction (and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention); and
 - (ii) the Deferred Coupon Adjustment Amount, if any.
- (b) If the Calculation Agent determines at any time that the Undetermined Reference Entity Notional Amount on any Interest Payment Date is greater than the Undetermined Reference Entity Notional Amount on the corresponding Interest Determination Date, the Calculation Agent may in its sole discretion make any adjustment: (i) if the determination is made on or prior to such Interest Payment Date and to the extent operationally practicable, to the interest amount payable on such Interest Payment Date, or otherwise (ii) to the interest amount payable on any subsequent Interest Payment Date or, if the relevant interest amount is less than such shortfall, the Outstanding Principal Amount of the Notes, to account for such shortfall.
 - (c) In the event that a Credit Event occurs in respect of one of the Reference Entities within the Reference Portfolio, the amount of the Aggregate Principal Amount remaining will be reduced by the Writedown Amount (itself calculated with reference to the Loss Amount), all as set out in the definitions of the Outstanding Principal Amount, Incurred Loss Amount, Loss Amount, Writedown Amount and any other relevant definitions.
 - (d) Unless the Notes have been previously redeemed or purchased and cancelled, each Note will be redeemed at its Final Redemption Amount on the Final Redemption Date. Credit Linked Note Conditions 4 and 6 shall not apply.
 - (e) If the Outstanding Principal Amount of the Notes is reduced to zero, the Notes will thereupon be deemed to have been redeemed in full and, without prejudice to any obligations incurred due and payable on or prior to such date, the Issuer shall have no further obligations in relation to the Notes.
 - (f) Paragraph (b) of the definition of "CLN Maturity Date" shall apply if an Extension Notice is given in respect of any Reference Entity.
 - (g) If any day is a Final Price Calculation Date with respect to more than one Reference Entity, the Loss Amount, the Recovery Amount, the Incurred Loss Amount and the Incurred Recovery Amount (if applicable) with respect to each Reference Entity shall be calculated in the order of delivery of the relevant Credit Event Notices or (if applicable) the order of the relevant Credit Event Resolution Request Dates or, if any of the relevant Credit Event Notices are delivered at the same time or the Credit Event Resolution Request Dates occur at the same time, in a sequential order determined by the Calculation Agent.
 - (h) In relation to Tranche Portfolio CLNs where the Reference Portfolio is determined by reference to a Relevant Annex, then notwithstanding Credit Linked Note Condition 13, the Reference Portfolio from time to time (together with, in respect of each relevant Reference Entity, the elected Reference Entity weighting) shall be as determined and published from time to time by the relevant Index Sponsor, as specified in the applicable Final Terms.

20. **Provisions taken from the CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014)**

If Credit Linked Note Condition 20 is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the Credit Linked Note Conditions, the following provisions will apply:

- (a) The following additional definitions shall apply:
 - "CoCo Provision" means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or

(ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

"CoCo Supplement" means the CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014).

"Trigger Percentage" means the trigger percentage specified in the applicable Final Terms (or if no such trigger percentage is specified, 5.25 per cent.).

"Capital Ratio" means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

- (b) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes under the Credit Linked Notes Conditions.
- (c) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention falling within sub-paragraph (a) of the definition thereof.

21. **Provisions taken from the 2014 Sovereign No Asset Package Delivery Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014)**

If Credit Linked Note Condition 21 is specified as applicable in respect of a Reference Entity in the applicable Final Terms, the following provision shall apply in respect of such Reference Entity for purposes of the Instruments and the Credit Linked Note Conditions:

The last paragraph of the definition of "Asset Package Credit Event" is hereby amended by the addition of the following at the end thereof: "Notwithstanding the above, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA and accordingly, Asset Package Delivery shall not apply thereto)."

22. **Provisions taken from the ISDA Supplement titled "2020 Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations" (published on 16 September 2020)**

If Credit Linked Note Condition 22 is specified as applicable in the applicable Final Terms, the following provisions shall apply:

- (a) Notwithstanding the definition of "Obligation", any obligation that is a Bond that was issued on or prior to August 31, 2020 shall be an "Excluded Obligation"; and
- (b) Notwithstanding the definition of "Deliverable Obligation", any obligation that is a Bond that was issued on or prior to August 31, 2020 shall be an "Excluded Deliverable Obligation".

23. **Physical Settlement Matrix**

Where a Transaction Type is specified in the applicable Final Terms in respect of any Reference Entity, then the provisions of such Final Terms shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in such Final Terms. Certain additional provisions or supplements may be deemed to apply to the Credit Linked Note Conditions in respect of a Reference Entity if those provisions or supplements are specified as being applicable for the relevant Reference Entity in the Credit Derivatives Physical Settlement Matrix and the provisions of the Credit Linked Note Conditions shall be construed as if those additional provisions or supplements had been included in the Credit Linked Note Conditions with such amendments as the Calculation Agent deems necessary to give effect to those provisions.

24. Notices to Holders

The Issuer shall, upon receiving any of the following notices from the Calculation Agent, as soon as practicable forward a copy of such notice(s) to the Holders of the relevant Instruments:

- (a) an Extension Notice;
- (b) a Cancellation Notice;
- (c) a Credit Event Notice;
- (d) a Notice of Publicly Available Information;
- (e) a Settlement Notice;
- (f) a Reference Obligation Only Redemption Notice;
- (g) a determination by the Calculation Agent of a Successor or a Sovereign Succession Event (including any Successor Notice);
- (h) a Notice of Physical Settlement;
- (i) a NOPS Amendment Notice;
- (j) a Partial Cash Settlement Notice;
- (k) any notification by the Calculation Agent to the Issuer that the Physical Settlement Period shall be less than ten Business Days;
- (l) any notification by the Calculation Agent to the Issuer following the determination of any Loss Amount or Incurred Loss Amount;
- (m) a Notice to Exercise Movement Option;
- (n) a Postponement Notice;
- (o) a Repudiation/Moratorium Extension Notice; and
- (p) (where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms) any notification from the Calculation Agent that it will apply a DC Resolution for the purposes of the relevant Instruments.

25. Calculation Agent

Any determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked Note Conditions and related provisions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders and shall be without liability on the part of the Calculation Agent and without the Calculation Agent being obliged to consider the interests of the Issuer, the Guarantor or the Holders. In performing its duties pursuant to the Credit Linked Note Conditions, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked Note Conditions including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer and the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

For the avoidance of doubt, if the applicable Final Terms specify that "Calculation Agent Determination" is applicable, then notwithstanding any provision in these Credit Linked Note Conditions, the Issuer and the Calculation Agent shall not be bound to (although they may in

their sole discretion) apply any DC Resolution to the Instruments and unless the Calculation Agent notifies the Issuer that any DC Resolution shall apply to the Instruments, the Credit Linked Note Conditions and the relevant Instruments shall be construed as if the relevant DC Resolution and the relevant DC Question was not made. If the Calculation Agent notifies the Issuer that any DC Resolution shall apply to the Instruments, the Calculation Agent shall have the power to amend or otherwise adjust any provision of these Credit Linked Notes Conditions (including, without limitation any provision relating to the timing of notices hereunder) to account for the application of such DC Resolution.

26. **Change in Market Convention**

The Calculation Agent may (but shall not be obliged to), without obtaining the consent of or consulting with the Holders or any other person, from time to time and at any time in its sole and absolute discretion and in good faith, amend any provision of these Credit Linked Note Conditions or the Instruments:

- (a) (including but not limited to the applicable Transaction Type, Credit Events, Deliverable Obligation Category, and Deliverable Obligation Characteristics and deliverability, Reference Obligation, Successor and other provisions) to correspond with the most recently published ISDA Credit Derivatives Definitions, ISDA Credit Derivatives Physical Settlement Matrix version, SRO List and/or prevailing trading standards applicable to a Reference Entity;
- (b) to incorporate and/or reflect further or alternative documents from time to time published by ISDA with respect to credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent determines in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions; and/or
- (c) in circumstances where a Reference Entity has proposed an exchange of all or substantially all of the obligations of such Reference Entity into cash, securities and/or other assets, to reflect or account for such exchange, regardless of the credit derivatives definitions or trading standards applicable to such Reference Entity.

The applicable Final Terms may be amended and/or restated from time to time to reflect any such amendments without the consent of the Holders, and the Holders are deemed to agree to this provision by the purchase or acquisition of the Instruments.

27. **Additional Provisions**

- (a) If one or more amendments or adjustments to these Credit Linked Note Conditions are required for one or more Series of credit linked Instruments, including any issue of Nth-to-Default CLNs or leveraged credit linked instruments, the applicable Final Terms shall set out such amendments or adjustments to these Credit Linked Note Conditions that are necessary in order to take account of the nature of such instruments and these Credit Linked Note Conditions shall be construed accordingly.
- (b) Any term defined or described in these Credit Linked Note Conditions or the applicable Final Terms includes where that term is incorporated or included by reference to another document including (without limitation) where the applicability or otherwise of any particular provision is determined by reference to the Credit Derivatives Physical Settlement Matrix.
- (c) Subject to sub-paragraph (d) below, in order to determine the day on which an event occurs for purposes of these Credit Linked Note Conditions, the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.
- (d) Notwithstanding the definition of "Credit Event Notice" and sub-paragraph (c) above, if a payment is not made by the Reference Entity on its due date or, as the case may be, on

the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

28. Additional Disruption Events

- (a) Following the determination by the Calculation Agent that an Additional Disruption Event has occurred, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) give notice to Holders in accordance with Note Condition 14 and redeem all, but not less than all, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount (as specified in Part A).
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Note Condition 14 stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.
- (c) For these purposes:

"Additional Disruption Event" means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified in the applicable Final Terms.

"Change in Law" means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant asset, hedge or related trading position or (B) the Issuer and/or any of its Affiliates or agents will incur a materially increased cost in performing the obligations of the Issuer in relation to the Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity, price, credit or other risk of the Issuer issuing and performing its obligations with respect to the Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity, price, credit or other risk of the Issuer issuing and performing its obligations with respect to the Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

ANNEX 9B

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED W&C INSTRUMENTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Credit Linked Warrants or Credit Linked Certificates shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Additional Terms and Conditions for Credit Linked Warrants and Certificates set out below (the "**Credit Linked W&C Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the W&C Instruments Conditions and the Credit Linked W&C Conditions, the Credit Linked W&C Conditions shall prevail. In the event of any inconsistency between (a) the W&C Instruments Conditions and/or the Credit Linked W&C Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Credit Linked W&C Conditions to "Instrument" and "Instruments" shall be deemed to be references to "W&C Instrument" and "W&C Instruments".

Each Credit Linked Warrant may be designated in the applicable Final Terms as (a) a "**Short Credit Linked Warrant**" or (b) a "**Long Credit Linked Warrant**". Any Credit Linked Certificate may be designated in the applicable Final Terms as (a) a "**Short Credit Linked Certificate**" or (b) a "**Long Credit Linked Certificate**". Each Short Credit Linked Warrant and Short Credit Linked Certificate is a W&C Instrument in respect of which the Holder purchases credit protection on each Reference Entity and/or Reference Obligation from the Issuer and is referred to in these Credit Linked W&C Conditions as a "**Short Credit Linked W&C Instrument**". Each Long Credit Linked Warrant and Long Credit Linked Certificate is a W&C Instrument in respect of which the Issuer purchases credit protection on each Reference Entity and/or Reference Obligation from the Holders and is referred to in these Credit Linked W&C Conditions as a "**Long Credit Linked W&C Instrument**".

2. Definitions

"**Aggregate Notional Amount**" means, in respect of each Series of Credit Linked Warrants or Credit Linked Certificates, as applicable, the Aggregate Notional Amount of the W&C Instruments specified in the applicable Final Terms (or, if such amount is not specified in the applicable Final Terms, the aggregate of the Notional Amount per W&C Instrument of all W&C Instruments in such Series).

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

- (a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms:
 - (i) a Governmental Intervention; or

- (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the applicable Final Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the applicable Final Terms, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

"Auction" has the meaning set forth in the Transaction Auction Settlement Terms.

"Auction Cancellation Date" means the date on which an Auction is deemed to be cancelled pursuant to the Transaction Auction Settlement Terms with respect to the relevant Reference Entity, or (a) in the case of Long Credit Linked W&C Instruments, if the Issuer has delivered a Notice to Exercise Movement Option to the Holders, the date on which a Parallel Auction is deemed to be cancelled pursuant to the Parallel Auction Settlement Terms identified by the Issuer in such notice or (b) in the case of Short Credit Linked W&C Instruments, where the Short Movement Option Condition is satisfied, the date on which a Parallel Auction is deemed to be cancelled pursuant to the Short Parallel Auction Settlement Terms.

"Auction Covered Transaction" has the meaning set forth in the Transaction Auction Settlement Terms.

"Auction Final Price" has the meaning given to it in the Transaction Auction Settlement Terms or (a) in the case of Long Credit Linked W&C Instruments, the Parallel Auction Settlement Terms identified by the Calculation Agent in its Notice to Exercise Movement Option (in the latter case, provided that such Notice to Exercise Movement Option has been delivered to the Issuer on or prior to the date falling 15 Business Days following the Auction Final Price Determination Date for such Parallel Auction Settlement Terms) or (b) in the case of Short Credit Linked W&C Instruments, the Short Parallel Auction Settlement Terms.

"Auction Final Price Determination Date" means the day, if any, on which the Auction Final Price is determined pursuant to the Transaction Auction Settlement Terms or (a) in the case of Long Credit Linked W&C Instruments, in the case of an M(M)R Restructuring, if the Calculation Agent has delivered a Notice to Exercise Movement Option to the Issuer on or prior to the Movement Option Cut-off Date, the Parallel Auction Settlement Terms identified by the Calculation Agent in such notice or (b) in the case of Short Credit Linked W&C Instruments, the Short Parallel Auction Settlement Terms, in each case with respect to the relevant Reference Entity.

"Auction Settlement Amount" means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

- (a) in the case of Long Credit Linked W&C Instruments:

$$(A \times B) - C$$

where:

"A" is the Notional Amount of each Certificate or Warrant;

"B" is the Auction Final Price; and

"C" is Unwind Costs; and

- (b) in the case of Short Credit Linked W&C Instruments:

$$A \times (100\% - B) - C$$

where:

"A" is the Notional Amount of each Certificate or Warrant;

"B" is the Auction Final Price; and

"C" is Unwind Costs;

provided that in no event shall the Auction Settlement Amount be less than zero.

"Auction Settlement Date" means the date which is the number of Business Days specified in the applicable Final Terms after the Auction Final Price Determination Date, or if no such number of Business Days is specified in the applicable Final Terms, eight Business Days after the Auction Final Price Determination Date.

"Bankruptcy" means a Reference Entity:

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

"Cancellation Notice" means a notice given by the Calculation Agent to the Issuer upon making a determination in respect of a Reference Entity that:

- (a) no Credit Event or (if Grace Period Extension Date is applicable) Potential Failure to Pay or (if Potential Repudiation/Moratorium is applicable) Potential Repudiation/Moratorium has occurred on or prior to the Scheduled Exercise Date;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Exercise Date promptly upon making a determination that no Failure to Pay has occurred with respect to the relevant obligation; or
- (c) if a Potential Repudiation/Moratorium has occurred on or prior to the Scheduled Exercise Date promptly upon making a determination that no Repudiation/Moratorium has occurred with respect to the relevant obligation (such determination being made prior to the Repudiation/Moratorium Evaluation Date),

provided that, if a DC No Credit Event Announcement has occurred in respect of the relevant Reference Entity and the same event, a Cancellation Notice shall be deemed to be given by the Calculation Agent to the Issuer and the Conditions shall be construed accordingly (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, no Cancellation Notice shall be deemed to be given unless the Calculation Agent notifies the Issuer that such DC No Credit Event Announcement shall apply to the relevant Instruments).

"Conditionally Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation". In addition, in the case of Long Credit Linked W&C Instruments:

- (a) where "Physical Settlement" is specified as the Settlement Method in the applicable Final Terms (or where Physical Settlement is applicable as the Fallback Settlement Method pursuant to a Fallback Settlement Event), Mod Mod R is applicable (or deemed applicable) under the applicable Final Terms and a Deliverable Obligation is a Conditionally Transferable Obligation with respect to which consent is required to novated, assign or transfer, then if the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Final Delivery Date (in which case it shall be deemed to have been refused), the Issuer shall promptly notify the Holders of such refusal (or deemed refusal) and may redeem or cancel (as applicable) the Instruments in accordance with Credit Linked W&C Condition 9 as if such obligation were an Undeliverable Obligation; and
- (b) for purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, the final maturity date shall, subject to Credit Linked W&C Condition 5, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Credit Cut-Off Date" means, in the case of Long Credit Linked W&C Instruments, the day falling 10 Business Days following the delivery to the Holders of the relevant Notice of Physical Settlement or such other Credit Cut-Off Date as is specified in the applicable Final Terms.

"Credit Derivatives Auction Settlement Terms" means in relation to any Reference Entity, the credit derivatives auction settlement terms published by ISDA with respect to the relevant Reference Entity and the relevant Credit Event, which may be amended from time to time.

"Credit Derivatives Definitions" means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA and, if "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019)" applies, as supplemented by the 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (the **"2019 NTCE Supplement"**). "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019)" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the applicable Physical Settlement Matrix specifies that the 2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019) applies to such Transaction Type.

"Credit Derivatives Determinations Committees" means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions.

"Credit Event" means the occurrence of any one or more of the Credit Events specified in the applicable Final Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, Governmental Intervention or any additional Credit Event specified in the applicable Final Terms, as determined by the Calculation Agent.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"Credit Event Backstop Date" means: (a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in subparagraph (b) of the definition of "Repudiation/Moratorium"), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or (b) otherwise, in the case of Long Credit Linked W&C Instruments only, the date that is 60 calendar days prior to the earlier of (i) the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period; and (ii) the Credit Event Resolution Request Date, if the Notice Delivery Date occurs during the Post Dismissal Additional Period. The Credit Event Backstop Date shall not be subject to adjustment unless otherwise provided for in the applicable Final Terms.

"Credit Event Notice" means an irrevocable notice from the Notifying Party to the Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date or (where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms) the Credit Observation Start Date specified in the applicable Final Terms (or if none is so specified, the date falling 60 calendar days prior to the Trade Date) and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Exercise Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Notional Amount of the Credit Linked Warrants or Credit Linked Certificates, as applicable, in respect of the relevant Reference Entity.

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

"Credit Event Redemption Amount" means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

- (a) in the case of Long Credit Linked W&C Instruments:

$$(A \times B) - C$$

where:

"A" is the Notional Amount of each Certificate or Warrant;

"B" is the Final Price;

"C" is Unwind Costs; and

- (b) in the case of Short Credit Linked W&C Instruments:

$$A \times (100\% - B) - C$$

where:

"A" is the Notional Amount of each Certificate or Warrant;

"B" is the Final Price; and

"C" is Unwind Costs;

provided that in no event shall the Credit Event Redemption Amount be less than zero.

"Credit Event Redemption Date" means the day falling the number of Business Days specified in the applicable Final Terms after the calculation of the Final Price, or if no such number of Business Days is specified in the applicable Final Terms, eight Business Days after the Final Price is determined.

"Credit Event Resolution Request Date" means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"Credit Observation Start Date" means the date described as such in the applicable Final Terms or if no date is so specified, the date falling 60 calendar days prior to the Trade Date.

"Credit Settlement Date" means the last day of the longest Physical Settlement Period following the date the Notice of Physical Settlement is delivered by the Calculation Agent to the Issuer (the **"Scheduled Credit Settlement Date"**) provided that if in the determination of the Calculation Agent (acting in its sole discretion) a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Credit Settlement Date, the Credit Settlement Date shall be the earlier of (i) the second Business Day

following the date on which the Calculation Agent determines (acting in its sole discretion) that no Hedge Disruption Event subsists and (ii) the day falling 60 Business Days following the Scheduled Credit Settlement Date.

"Currency Amount" means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement that is denominated in a currency other than the Settlement Currency, an amount converted to the relevant Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert the Replaced Deliverable Obligation Outstanding Amount of each Deliverable Obligation so replaced by a NOPS Amendment Notice into the currency of denomination of the relevant Replacement Deliverable Obligation.

"Currency Rate" means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Principal Balance or Due and Payable Amount (as applicable) of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

"Currency Rate Source" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"DC Announcement Coverage Cut-off Date" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"DC Credit Event Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that (i) if the Credit Event occurred after the Scheduled Exercise Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date and (ii) if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms a DC Credit Event Announcement shall be deemed not to have occurred unless the Calculation Agent has notified the Issuer that such announcement shall apply to the relevant Instruments.

"DC No Credit Event Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, a DC No Credit Event Announcement shall be deemed not to have occurred unless the Calculation Agent notifies the Issuer that such announcement shall apply to the relevant Instruments.

"DC Credit Event Meeting Announcement" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"DC Credit Event Question" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"DC Credit Event Question Dismissal" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"DC Resolution" has the meaning given to that term in the DC Rules.

"DC Rules" means the Credit Derivatives Determinations Committees Rules as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"DC Secretary" has the meaning given to that term in the DC Rules.

"Default Requirement" means the amount specified as such in the applicable Final Terms, or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Final Terms, U.S.\$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"Deliver" means:

- (a) to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Entitlement to the relevant Holder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor); provided that (i) if all or a portion of the Entitlement consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Holder and (ii) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee provided further that if the Guarantee has a Fixed Cap, "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "Delivery" and "Delivered" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time provided that the Issuer shall be under no obligation to Deliver such Loan or designate a Replacement Deliverable Obligation to a Holder unless the relevant Holder executes, and/or complies with the provisions of any documentation (which shall include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve or the Calculation Agent determines is appropriate for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves or the Calculation Agent determines constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves or the Calculation Agent determines is appropriate. If any Holder does not execute and/or do not comply with the provisions of such documentation, the Issuer shall redeem the relevant proportion of the Instruments in accordance with Credit Linked W&C Condition 9.

- (b) If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had

immediately prior to the Asset Package Credit Event, (ii) sub-paragraph (a) of the definition of "Deliver" shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Calculation Agent has specified the detailed description of the Asset Package comprising the Entitlement that the Issuer shall endeavour to Deliver in accordance with the definition of Notice of Physical Settlement, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

"Deliverable Obligation" means, subject as provided in Credit Linked W&C Condition 5:

- (a) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "(A) Method for Determining Deliverable Obligations" below;
- (b) the Reference Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of sub-paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

(A) **Method for Determining "Deliverable Obligations"**. For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of each Reference Entity described by the Deliverable Obligation Category specified (or deemed to be specified) in the applicable Final Terms, and, subject to (B)(3) below, having each of the Deliverable Obligation Characteristics, if any, specified (or deemed to be specified) in the applicable Final Terms, in each case, as of both the NOPS Effective Date and the Delivery Date thereof. The following terms shall have the following meanings:

- (1) **"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligations, the definition of "Reference Obligation Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).
- (2) **"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer where:
 - (i) **"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender

or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent;

- (ii) **"Consent Required Loan"** means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such loan) or any agent;
- (iii) **"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Holder that provides each Holder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Holder and either (A) the Issuer or the Guarantor (as applicable) (in either case, to the extent that the Issuer or the Guarantor, as applicable, is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);
- (iv) **"Transferable"** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
 - (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
 - (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
 - (c) restrictions in respect of blocked periods on or around payment dates or voting periods.
- (v) **"Maximum Maturity"** means an obligation that has a remaining maturity of not greater than (a) the period specified in the applicable Final Terms or (b) if no such period is specified in the applicable Final Terms, 30 years.
- (vi) **"Accelerated or Matured"** means an obligation under which the total amount owed, whether by reason of maturity, acceleration, termination or otherwise is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (vii) **"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system.

(B) Interpretation of Provisions

- (1) If (i) either of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only

- with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category); or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category.
- (2) If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
 - (3) If a Deliverable Obligation is a Relevant Guarantee, the following will apply:
 - (a) For purposes of the application of the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
 - (b) For purposes of the application of the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (c) For purposes of the application of the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and
 - (d) For purposes of the application of the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
 - (4) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
 - (5) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a

Governmental Intervention, shall not cause such obligation to fail to satisfy such Deliverable Obligation Characteristic;

- (6) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in Credit Linked W&C Condition 5 to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event; and
- (7) If "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

"Delivery Date" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed Delivered under sub-paragraph (b)(iii) of the definition of "Deliver").

"Domestic Currency" means the currency specified as such in the applicable Final Terms and any successor currency thereto (or, if no such currency is specified in the applicable Final Terms, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign.

"Domestic Law" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"Downstream Affiliate" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"Due and Payable Amount" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date) or (B) the Valuation Date, as applicable.

"Eligible Information" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Eligible Transferee" means each of the following:

- (a) any
 - (i) bank or other financial institution;
 - (ii) insurance or reinsurance company;
 - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) of this definition of "Eligible Transferee"); and
 - (iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.\$500 million;

- (b) an Affiliate of an entity specified in the preceding sub-paragraph (a);
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least U.S.\$100 million or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$100 million; or
 - (ii) that has total assets of at least U.S.\$500 million; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii) or (d) of this definition of "Eligible Transferee"; or
- (d) (i) any Sovereign; or
 - (i) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.\$ include equivalent amounts in other currencies, as determined by the Calculation Agent.

"Entitlement" means, in respect of each notional amount of Long Credit Linked Certificates equal to the Notional Amount, Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance (including accrued but unpaid interest (as determined by the Calculation Agent) if "Include Accrued Interest" is specified as applying in the applicable Final Terms, but excluding accrued but unpaid interest if "Exclude Accrued Interest" is specified as applying in the applicable Final Terms, and if neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified as applying in the applicable Final Terms, excluding accrued but unpaid interest); or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Notional Amount of such Certificate less Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Event Determination Date to and including the Delivery Date equal to the relevant amount of Unwind Costs, if Unwind Costs are specified as applicable in the applicable Final Terms, rounded down to the nearest specified denomination or permitted transfer amount of the Deliverable Obligations comprised in such Entitlement.

Where the Entitlement is rounded down as described above, the Holders will also receive, in respect of each notional amount of Credit Linked Certificates equal to the Notional Amount, the value of the amount of that fraction of the Deliverable Obligations obtained in calculating the Entitlement after rounding down (as determined by the Calculation Agent), as calculated by the Calculation Agent in its sole discretion from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate).

If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the Outstanding Principal Balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the Outstanding Principal Balance of such obligation shall not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.

"Event Determination Date" means, with respect to a Credit Event and any Instruments with respect to which:

- (a) "Auction Settlement" is the applicable Settlement Method:
 - (i) if (x), subject to (ii) below, "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms or (y) neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred (in each case, with respect to the Credit Event specified in the Credit Event Notice), the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period; or
 - (ii) if (x) (A) "Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms or (B) "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms but the Calculation Agent notifies the Issuer that this sub-paragraph (ii) shall apply to the relevant Instruments and (y) a DC Credit Event Announcement has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Issue Date), the Credit Event Resolution Request Date, provided that:
 - (1) (I) the Credit Event is not an M(M)R Restructuring; and
 - (II) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
 - (2) (I) the Credit Event is an M(M)R Restructuring; and
 - (II) (A) in the case of Long Credit Linked W&C Instruments, a Credit Event Notice is delivered by the Calculation Agent to the Issuer or (B) in the case of Short Credit Linked W&C Instruments, a Credit Event Notice is delivered either by the Holder to the Issuer or by the Calculation Agent to the Issuer and, in each case, is effective on or prior to the Business Day following the Exercise Cut-off Date,

provided that:

- (x) no Credit Settlement Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;
- (y) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred;
- (z) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has been delivered by the Issuer to the Holders (A) unless the M(M)R Restructuring stated in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date; (B) unless, and to the extent that, the Partial Redemption Amount or the Partial Cancellation Amount (as applicable) specified in any such Credit Event Notice was less than the then outstanding notional amount; or (C) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out in the Final List are identical to the

Permissible Deliverable Obligations for such Notional Credit Derivative Transaction; or

- (b) sub-paragraph (a) does not apply, the Non-Standard Event Determination Date determined in accordance with the definition thereof.

Notwithstanding the foregoing (unless "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms), no Event Determination Date will occur with respect to an event, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement in respect of such event occurs prior to the Auction Final Price Determination Date, a Valuation Date, the Credit Settlement Date (or, if earlier, a Delivery Date), or the Short Exercise Date or Long Exercise Date, as applicable (and if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms only if the Calculation Agent notifies the Issuer that this paragraph shall apply to the relevant Instruments).

Where the Instruments are Nth-to-Default Instruments and an Event Determination Date has occurred with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Event Determination Dates were deemed to occur.

"Excluded Deliverable Obligation" means

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"Excluded Obligation" means

- (a) any obligation of a Reference Entity specified as such or of a type described as such in the applicable Final Terms.
- (b) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Senior Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Subordinated Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"Exercise Cut-Off Date" means either:

- (a) with respect to an M(M)R Restructuring to which sub-paragraph (a) of the definition of Event Determination Date applies:
 - (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is (A) two Relevant City Business Days (in respect of a Credit Event Notice delivered by a Holder) or (B) five Relevant City Business Days (in respect of a Credit Event Notice delivered by the Calculation Agent), in each case following the date on which such Final List is published, provided that if the Calculation Agent delivers a Credit Event Notice on or prior to the Exercise Cut-Off Date applicable to Holders and the Holder delivers a Credit Event Notice on or prior to the Exercise Cut-Off Date applicable to the Calculation Agent, the Credit Event Notice

delivered by the Calculation Agent on or prior to the Exercise Cut-Off Date applicable to the Holders shall prevail; or

- (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date; or
- (b) with respect to a Credit Event to which sub-paragraph (a) of the definition of Event Determination Date does not apply, the Non-Standard Exercise Cut-off Date determined in accordance with the definition of Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"Extension Date" means the latest of:

- (a) the Actual Exercise Date;
- (b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified (or deemed specified) as applicable in the applicable Final Terms, (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Exercise Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the applicable Final Terms.

"Extension Notice" means a notice from the Calculation Agent to the Issuer on or prior to the Actual Exercise Date giving notice of the following in relation to a Reference Entity:

- (a) without prejudice to sub-paragraphs (c) and (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Exercise Date (notwithstanding the fact that a Credit Event Notice may have not yet been delivered); or
- (b) without prejudice to sub-paragraph (c) and (d) below, that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the longest Notice Delivery Period, but a related DC No Credit Event Announcement, DC Credit Event Question Dismissal or DC Credit Event Announcement has not yet occurred; or
- (c) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Exercise Date; or
- (d) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Exercise Date. For the purposes of this sub-paragraph (d), the giving of a Repudiation/Moratorium Extension Notice on or prior to the Scheduled Exercise Date shall be deemed to satisfy the requirement to give notice under this definition of "Extension Notice". However, the giving of an Extension Notice in accordance with this sub-paragraph (d) shall not in any way preclude the subsequent giving of a Repudiation/Moratorium Extension Notice so long as the Repudiation/Moratorium Extension Condition is satisfied.

"Failure to Pay" means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

If "Credit Deterioration Requirement" applies then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity.

Where: "Credit Deterioration Requirement" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the Physical Settlement Matrix specifies that Credit Deterioration Requirement applies to such Transaction Type.

"Fallback Settlement Event" means any of the following:

- (a) an Auction Cancellation Date or, in the case of a M(M)R Restructuring Credit Event in respect of which the Movement Option was exercised on or prior to the Movement Option Cut-off Date, a Parallel Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs and in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraphs (b) or (c)(ii) of the definition of "No Auction Announcement Date", (i) in the case of Long Credit Linked W&C Instruments, a Notice to Exercise Movement Option has not been delivered by the Issuer to the Holders on or prior to the Auction Final Price Determination Date or (ii) in the case of Short Credit Linked W&C Instruments, the Short Movement Option Condition is not satisfied or no Short Parallel Auction Settlement Terms exist;
- (c) a DC Credit Event Question Dismissal occurs;
- (d) an Event Determination Date has occurred pursuant to either sub-paragraph (a)(i) of the definition of "Event Determination Date" or sub-paragraph (a) of the definition of "Non-Standard Event Determination Date", and no Credit Event Request Resolution Date has occurred within three Business Days of such Event Determination Date; or

"Fallback Settlement Method" means the fallback settlement method specified (or deemed specified) in the applicable Final Terms.

"Final Delivery Date" has the meaning given to it in W&C Instruments Condition 32(C)(b).

"Final List" has the meaning given to that term in the DC Rules.

"Final Price" means the price of the Reference Obligation, expressed as a percentage, determined in accordance with the Valuation Method specified in the applicable Final Terms. The Calculation Agent shall, upon written request by a Holder to the Issuer and the Calculation Agent, make available for inspection by such Holder at the specified office of the Principal Certificate Agent (in the case of Credit Linked Certificates) or Principal Warrant Agent (in the case of Credit Linked Warrants) (i) a list showing the Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price as soon as practicable after obtaining all Quotations for a Valuation Date. For the avoidance of doubt, the Issuer shall not be required to identify the Quotation Dealer, from whom the Quotations have been obtained.

"Final Price Calculation Date" means an Auction Final Price Determination Date or, as the case may be, the date on which the Final Price can be determined in respect of a particular Credit Event and the relevant Reference Entity.

"Fixed Cap" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"Full Quotation" means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount (as applicable) equal to the Quotation Amount.

"Fully Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of "Fully Transferable Obligation". For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of "Fully Transferable Obligation", final maturity date shall, subject to Credit Linked W&C Condition 5, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Further Subordinated Obligation" means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"Governmental Authority" means

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or
- (d) any other authority which is analogous to any of the entities specified in sub-paragraphs (a) to (c) above.

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (a) any event which would affect creditors' rights so as to cause:
 - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (x) the payment or accrual of interest, or (y) the payment of principal or premium; or
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in sub-paragraphs (a) to (c) above.

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"Grace Period" means:

- (a) subject to sub-clause (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if "Grace Period Extension" is specified as applicable in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Exercise Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Exercise Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, 30 calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless "Grace Period Extension" is specified (or deemed specified) as applicable in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Exercise Date.

"Grace Period Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if a place or places are not so specified, (a) if the Obligation Currency is euro, a TARGET Settlement Day, or (b) otherwise a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"Grace Period Extension Date" means, if (a) "Grace Period Extension" is specified as applicable in the applicable Final Terms and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Exercise Date, the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified (or deemed specified) as applicable in the applicable Final Terms, Grace Period Extension shall not apply.

"Guarantee" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"Hedge Disruption Event" means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates and/or its agents has not received or is unable to receive (for any reason, including without limitation, due to market conditions) the relevant Deliverable Obligations and/or any cash settlement amount and/or any other amount under the terms of any Hedge Transaction (or any other transaction (including without limitation, has not sourced or not been able to source, or it is not practical to source, Deliverable Obligations in an Auction in relation to the Credit Event and Reference Entity or in the market at a price less than or equal to the Auction Final Price or otherwise at the Auction Final Price) and/or funding arrangement entered into for the purpose of hedging the Issuer's obligations (whether in whole or in part) in respect of the Credit Linked Warrants or Credit Linked Certificates, as applicable.

"Hedge Disruption Obligation" means a Deliverable Obligation included in the Entitlement which, on the Delivery Date for such Deliverable Obligation, the Calculation Agent determines in its sole and absolute discretion is impossible, illegal, impracticable or is otherwise unable to or cannot be Delivered as a result of a Hedge Disruption Event.

"Hedge Transaction" means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates to hedge, directly or indirectly, the Issuer's obligations or positions (whether in whole or in part) in respect of the Credit Linked Warrants or Credit Linked Certificates, as applicable.

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

"Largest Asset Package" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"Latest Maturity Restructured Bond or Loan" means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

"Limitation Date" means the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **"2.5-year Limitation Date"**), 5 years, 7.5 years, 10 years (the **"10-year Limitation Date"**), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment unless otherwise provided in the applicable Final Terms.

"Long Exercise Date" means the later of:

- (a) the Actual Exercise Date; or
- (b) where the Calculation Agent delivers an Extension Notice to the Issuer on or prior to the Actual Exercise Date:
 - (i) the date falling 15 Business Days (or such other date as may be specified in the applicable Final Terms) after the Extension Date (and only where an Event Determination Date has not occurred on or prior to the Extension Date);
 - (ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period, (x) the date falling 15 Business Days (or such other date as may be specified in the applicable Final Terms) after the later to occur of: (A) the related DC No Credit Event Announcement; or (B) the related DC Credit Event Question Dismissal; or (y) if a DC Credit Event Announcement occurs, the Auction Settlement Date or Credit Event Redemption Date, as applicable (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, this sub-paragraph (ii) shall not apply to the relevant Instruments unless the Calculation Agent notifies the Issuer that such DC Resolution shall apply to the relevant Long Credit Linked W&C Instruments); or
 - (iii) three Business Days following the date the Cancellation Notice is delivered by the Calculation Agent to the Issuer.

"Market Value" means, with respect to a Reference Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth Business Day following the applicable Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"Merger Event" means, in respect of Long Credit Linked W&C Instruments only, that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Exercise Date, the Issuer, the Guarantor (if applicable) or a Reference Entity (any such entity, the **"Mergor"**) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to (i) where the Mergor is the Issuer or the Guarantor, a Reference Entity or (ii) where the Mergor is a Reference Entity, the Issuer or the Guarantor, or, the Guarantor and a Reference Entity or the Issuer and a Reference Entity become Affiliates.

"Minimum Quotation Amount" means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) U.S.\$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

"M(M)R Restructuring" means a Credit Event that is a Restructuring and in respect of which either "Mod R" or "Mod Mod R" is specified as applicable in the applicable Final Terms.

"Modified Eligible Transferee" means any bank, financial institution or other entity which is regularly engaged in and established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"Modified Restructuring Maturity Limitation Date" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Exercise Date.

Subject to the foregoing, in the event that the Scheduled Exercise Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Exercise Date.

"Movement Option" means, with respect to an M(M)R Restructuring to which a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Calculation Agent to apply to the Instruments, for the purposes of determining the Auction Final Price, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could be specified in any Notice of Physical Settlement (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). The Calculation Agent shall be deemed to have exercised such option if the Calculation Agent delivers an effective Notice to Exercise Movement Option to the Issuer on or prior to the Movement Option Cut-off Date. If the Calculation Agent does not deliver an effective Notice to Exercise Movement Option on or prior to the Movement Option Cut-off Date, the Fallback Settlement Method shall apply.

"Movement Option Cut-off Date" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"N" or "Nth" means, where the applicable Final Terms specify that "Nth-to-Default Instruments" is applicable, such number as may be specified in such Final Terms.

"Nth-to-Default Instruments" means any nth-to-default Credit Linked Warrants or Credit Linked Certificates (where applicable) where the Issuer purchases credit protection from the Holders or the Holders purchase credit protection from the Issuer (as applicable) in respect of two or more Reference Entities on the basis that the Instruments will be exercised in whole following the occurrence of an Event Determination Date in respect of the Nth Reference Entity.

"Next Currency Fixing Time" means 4.00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective.

"No Auction Announcement Date" means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;
- (b) following the occurrence of an M(M)R Restructuring, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either (i) no Parallel Auction will be held, or (ii) one or more Parallel Auctions will be held.

"Non-Conforming Reference Obligation" means a Reference Obligation which is not a Conforming Reference Obligation.

"Non-Conforming Substitute Reference Obligation" means an obligation which would be a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"Non-Financial Instrument" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"Non-Standard Event Determination Date" means with respect to a Credit Event and any Instruments with respect to which to which sub-paragraph (a) of the definition of Event Determination Date does not apply:

- (a) if (i) subject to sub-paragraph (b) below, "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms or (ii) neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred (in each case, with respect to the Credit Event specified in the Credit Event Notice), the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period; or
- (b) if (i) (x) "Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms or (y) "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms but the Calculation Agent notifies the Issuer that this sub-paragraph (b) shall apply to the relevant Instruments and (ii) a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Issue Date) either:
 - (A) the Credit Event Resolution Request Date, if:

- (1) either:
 - (I) "Auction Settlement" is the applicable Settlement Method; or
 - (II) the relevant Credit Event is an M(M)R Restructuring; and
 - (2) (I) in the case of Long Credit Linked W&C Instruments, a Credit Event Notice is delivered by the Calculation Agent to the Issuer or (II) in the case of Short Credit Linked W&C Instruments, a Credit Event Notice is delivered either by the Holder to the Issuer or by the Calculation Agent to the Issuer and, in each case, is effective on or prior to the Non-Standard Exercise Cut-off Date; or
- (B) the first date on which, (i) in the case of Long Credit Linked W&C Instruments, a Credit Event Notice is delivered by the Calculation Agent to the Issuer or (ii) in the case of Short Credit Linked W&C Instruments, a Credit Event Notice is delivered either by the Holder to the Issuer or by the Calculation Agent to the Issuer and, in each case, is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date)), if either:
- (1) "Auction Settlement" is not the applicable Settlement Method; or
 - (2) "Auction Settlement" is the applicable Settlement Method and a Credit Event Notice is delivered (x) in the case of Long Credit Linked W&C Instruments, by the Calculation Agent to the Issuer or (y) in the case of Short Credit Linked W&C Instruments, a Credit Event Notice is delivered either by the Holder to the Issuer or by the Calculation Agent to the Issuer and, in each case, is effective on a date that is later than the relevant Non-Standard Exercise Cut-off Date;

provided that:

- (I) subject to Credit Linked W&C Condition 5, no Delivery Date, if applicable, or Long Exercise Date or Short Exercise Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;
- (II) if any Valuation Date or Delivery Date, as applicable, has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs, a Non-Standard Event Determination Date shall be deemed to have occurred only with respect to the portion of the Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
- (III) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Issuer: (aa) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date; (bb) unless, and to the extent that, the Partial Redemption Amount specified in any such Credit Event Notice was less than the outstanding notional amount of the Instruments in respect of the relevant Reference Entity; or (cc) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Notional Credit Derivative Transaction.

"Non-Standard Exercise Cut-off Date" means, with respect to a Credit Event to which subparagraph (a) of the definition of "Event Determination Date" does not apply:

- (a) if such Credit Event is not an M(M)R Restructuring, either:

- (i) the Relevant City Business Day (or, in respect of a Credit Event Notice delivered by a Holder, the second Relevant City Business Day) prior to the Auction Final Price Determination Date, if any;
 - (ii) the Relevant City Business Day (or, in respect of a Credit Event Notice delivered by a Holder, the second Relevant City Business Day) prior to the Auction Cancellation Date, if any; or
 - (iii) the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is an M(M)R Restructuring and:
- (i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is (A) two Relevant City Business Days (in respect of a Credit Event Notice delivered by a Holder) or (B) five Relevant City Business Days (in respect of a Credit Event Notice delivered by the Calculation Agent), in each case following the date on which such Final List is published, provided that if the Calculation Agent delivers a Credit Event Notice on or prior to the Non-Standard Exercise Cut-Off Date applicable to Holders and the Holder delivers a Credit Event Notice on or prior to the Non-Standard Exercise Cut-Off Date applicable to the Calculation Agent, the Credit Event Notice delivered by the Calculation Agent on or prior to the Non-Standard Exercise Cut-Off Date applicable to the Holders shall prevail; or
 - (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

"Non-Standard Reference Obligation" means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"Non-Transferable Instrument" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"NOPS Amendment Notice" has the meaning given to it in Credit Linked W&C Condition 5.

"NOPS Cut-off Date" means:

- (a) subject to sub-paragraph (b) below, the later of:
 - (i) the thirtieth calendar day after the Event Determination Date; and
 - (ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or
- (b) if applicable Settlement Method is "Physical Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Physical Settlement") and:
 - (i) the relevant Credit Event is not an M(M)R Restructuring, the later of: (A) the date determined pursuant to sub-paragraph (a)(i) above; and (B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date occurring pursuant to sub-paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date, as applicable; or
 - (ii) the relevant Credit Event is an M(M)R Restructuring, either:
 - (A) the later of:
 - (I) the date determined pursuant to sub-paragraph (a)(i) above; and

- (II) the thirtieth calendar day after:
 - (x) a No Auction Announcement Date occurring pursuant to sub-paragraph (a) of the definition of No Auction Announcement Date, if any;
 - (y) a No Auction Announcement Date occurring pursuant to sub-paragraph (c)(i) of the definition of No Auction Announcement Date, if any; or
 - (z) the Auction Cancellation Date, if any, as applicable; or
- (B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:
 - (I) a No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition of No Auction Announcement Date and the Movement Option has not been exercised; or
 - (II) a No Auction Announcement Date occurs pursuant to sub-paragraph (c)(ii) of the definition of No Auction Announcement Date and the Movement Option has not been exercised,

provided that in the case of sub-paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in sub-paragraph (a)(i) above.

"NOPS Effective Date" means the date on which an effective Notice of Physical Settlement or NOPS Amendment Notice, as the case may be, is delivered by the Calculation Agent to the Issuer.

"Notice Delivery Date" means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the applicable Final Terms, an effective Notice of Publicly Available Information, have been delivered by the Notifying Party to the Issuer.

"Notice Delivery Period" means the period from and including the Issue Date to and including the date that is 15 Business Days (or such other number of days as may be specified in the applicable Final Terms) after the Extension Date.

"Notice of Physical Settlement" has the meaning given to it in Credit Linked W&C Condition 5.

"Notice of Publicly Available Information" means an irrevocable notice from the Notifying Party to the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified (or deemed to be specified) as applying in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

"Notice to Exercise Movement Option" means, with respect to any Instruments (I) which are Long Credit Linked W&C Instruments, and (II) for which (a) an M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable following the occurrence of a No Auction Announcement Date (and, in circumstances where such No Auction

Announcement Date occurs pursuant to sub-paragraphs (b) or (c)(ii) of the definition thereof, the Calculation Agent has not exercised the Movement Option), an irrevocable notice from the Calculation Agent to the Issuer that (i) specifies the Parallel Auction Settlement Terms applicable with respect to the Instruments in accordance with the definition of "Movement Option" and (ii) is effective on or prior to the Movement Option Cut-off Date.

"Notifying Party" means (a) the Calculation Agent and (b) in respect of Short Credit Linked W&C Instruments only, if the relevant Credit Event is an M(M)R Restructuring, a Holder of the Short Credit Linked W&C Instrument.

"Notional Amount" means, in respect of each Credit Linked Warrant or Credit Linked Certificate, as applicable, the Notional Amount per W&C Instrument specified in the applicable Final Terms.

"Notional Credit Derivative Transaction" means, with respect to any Credit Linked Warrant or Credit Linked Certificate, as applicable, a hypothetical market standard credit default swap transaction entered into by the Issuer, as Buyer (as defined in the Credit Derivatives Definitions) (in the case of Long Credit Linked W&C Instruments) and the Issuer, as Seller (as defined in the Credit Derivatives Definitions) (in the case of Short Credit Linked W&C Instruments), incorporating the terms of the Credit Derivatives Definitions and under the terms of which (a) the "Trade Date" is the Trade Date; (b) the "Scheduled Termination Date" is the Scheduled Exercise Date; (c) the "Reference Entity" thereunder is the Reference Entity for the purposes of such Instrument; (d) the "Reference Obligation" thereunder is the Reference Obligation for the purposes of such Instrument; and (e) the "Transaction Type" thereunder is the Transaction Type for the purposes of such Instrument.

"Obligation" means:

- (a) any obligation of a Reference Entity (either directly, as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below (but excluding any Excluded Obligation);
- (b) each Reference Obligation specified (or deemed to be specified) in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (c) any Additional Obligation of a Reference Entity specified as such (or deemed to be specified) in the applicable Final Terms;

(A) **Method for Determining "Obligations"**. For the purposes of paragraph (a) of this definition of "Obligation", the term "Obligation" may be defined as each obligation of each Reference Entity described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics (if any) specified in the applicable Final Terms, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (a) **"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Final Terms, where:
 - (i) **"Payment"** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
 - (ii) **"Borrowed Money"** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

- (iii) **"Reference Obligation Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;
 - (iv) **"Bond"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;
 - (v) **"Loan"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and
 - (vi) **"Bond or Loan"** means any obligation that is either a Bond or a Loan;
- (b) **"Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in the applicable Final Terms, where:
- (i) **"Not Subordinated"** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable.
 - (ii) **"Subordination"** means, with respect to an obligation (the **"Second Obligation"**) and another obligation of the Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "Subordinated" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

- (iii) **"Specified Currency"** means an obligation that is payable in the currency or currencies specified as such in the applicable Final Terms (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (iv) **"Not Sovereign Lender"** means any obligation that is not primarily owed to (A) a Sovereign (B) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limitation to the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt".
- (v) **"Not Domestic Currency"** means any obligation that is **payable** in any currency other than the Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency.
- (vi) **"Not Domestic Law"** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.
- (vii) **"Listed"** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange.
- (viii) **"Not Domestic Issuance"** means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

(B) Interpretation of Provisions

- (1) if either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though such Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.
- (2) if an Obligation is a Relevant Guarantee, the following will apply:
 - (a) For purposes of the application of the Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

- (b) For purposes of the application of the Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (c) For purposes of the application of the Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and
 - (d) For purposes of the application of the Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (3) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic.

"Obligation Acceleration" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Obligation Currency" means the currency or currencies in which the Obligation is denominated.

"Obligation Default" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Original Non-Standard Reference Obligation" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation with respect to the Reference Entity (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless: (a) specified otherwise in the applicable Final Terms; or (b) the relevant Instruments constitute a Reference Obligation Only Trade.

"Outstanding Principal Balance" of an obligation will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where "Include Accrued Interest" is specified as applicable in the applicable Final Terms (or where neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified as applicable in the applicable Final Terms

and the Calculation Agent determines that the then-current market practice is to include accrued interest), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in sub-paragraph (a) less any amounts subtracted in accordance with this sub-paragraph (b), the "**Non-Contingent Amount**"); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Valuation Date, as applicable; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

Where "Fallback Discounting" applies, then notwithstanding the foregoing, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under sub-paragraph (B) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

- (x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and
- (y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a holder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be

made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee.

Where: "Fallback Discounting" applies if, in respect of the Transaction Type specified in the applicable Final Terms, the Physical Settlement Matrix specifies that Fallback Discounting applies to such Transaction Type.

"Quantum of the Claim" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"Package Observable Bond" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in sub-paragraphs (a) or (b) of the definition thereof, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"Parallel Auction" means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Cancellation Date" means "Auction Cancellation Date" as defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Settlement Terms" means following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms for the purposes of such Auction are the same as the Deliverable Obligation Provisions applicable to the Notional Credit Derivative Transaction and for which such Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

"Parallel Notice of Physical Settlement Date" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"Payment Requirement" means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Final Terms, U.S.\$1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"Permissible Deliverable Obligations" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to the relevant Auction.

"Permitted Contingency" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;
 - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

- (iv) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Conditions and/or the applicable Final Terms; or
 - (v) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the Conditions and/or the applicable Final Terms; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"Permitted Transfer" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"Physical Settlement Matrix" means the version of the ISDA Credit Derivatives Physical Settlement Matrix, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA on its website at www.isda.org (or any successor website thereto), provided that any reference therein to (a) "Confirmation" shall be deemed to be a reference to the Credit Linked W&C Conditions and/or the applicable Final Terms; (b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Notional Amount, (c) "Section 1.32 of the Definitions" shall be deemed to be a reference to "Credit Event Notice", (d) "Section 1.33" shall be deemed to be a reference to Credit Linked W&C Condition 11 and (e) "Section 8.19" shall be deemed to be a reference to "Physical Settlement Period".

"Physical Settlement Period" means the number of Business Days specified as such in the applicable Final Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Entitlement, the longest number of Business Days for settlement in accordance with then-current market practice of such Deliverable Obligation, as determined by the Calculation Agent in its sole discretion provided that the Physical Settlement Period shall not be less than ten Business Days (unless otherwise notified by the Calculation Agent to the Issuer). If the Calculation Agent has notified the Issuer that the Issuer will endeavour to Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty Business Days.

"Post Dismissal Additional Period" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date)).

"Potential Failure to Pay" means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"Potential Repudiation/Moratorium" means the occurrence of an event described in paragraph (a) of the definition of Repudiation/Moratorium.

"Prior Deliverable Obligation" means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in sub-

paragraphs (a) or (b) of the definition thereof, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"Prior Reference Obligation" means, in circumstances where there is no Reference Obligation applicable to the Instruments, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the applicable Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity.

"Private-side Loan" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Prohibited Action" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in sub-paragraphs (a) to (d) of the definition of Credit Event) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"Public Source" means each source of Publicly Available Information specified (or deemed specified) as such in the applicable Final Terms (or if no such source is specified in the applicable Final Terms, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

"Publicly Available Information" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice has occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);
- (b) is information received from or published by (i) a Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or
- (c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in sub-paragraphs (b) or (c) is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in sub-paragraphs (b) or (c), the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state:

- (i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
- (ii) that such occurrence:
 - (A) has met the Payment Requirement or Default Requirement;
 - (B) is the result of exceeding any applicable Grace Period; or
 - (C) has met the subjective criteria specified in certain Credit Events;

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both sub-paragraphs (a) and (b) of the definition of Repudiation/Moratorium.

"Qualifying Affiliate Guarantee" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

"Qualifying Guarantee" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
 - (i) by payment;
 - (ii) by way of Permitted Transfer;
 - (iii) by operation of law;
 - (iv) due to the existence of a Fixed Cap; or
 - (v) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms; or
 - (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the applicable Final Terms.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of "Bankruptcy" in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that

such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"Qualifying Participation Seller" means any participation seller that meets the requirements specified in the applicable Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"Quotation" means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) the Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day. If no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (c)
 - (i) if "Include Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;
 - (i) if "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (ii) if neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine, based on the then-current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.

"Quotation Amount" means the amount specified as such in the applicable Final Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Final Terms, the Aggregate Notional Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

"Quotation Dealer" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the applicable Final Terms. If no Quotation Dealers are specified in the applicable Final Terms, the Calculation

Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s). For the avoidance of doubt, the Calculation Agent and/or any of its affiliates may be selected as a Quotation Dealer.

"Quotation Method" means the applicable Quotation Method specified in the applicable Final Terms by reference to one of the following terms:

- (a) **"Bid"** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **"Offer"** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **"Mid-market"** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for the purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the applicable Final Terms, Bid shall apply.

"Reference Entity" or **"Reference Entities"** means the reference entity or entities described as such in the applicable Final Terms. Any Successor to a Reference Entity either (a) identified by the Calculation Agent pursuant to the definition of "Successor" on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Instruments (provided that if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Successor identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary shall not be the Reference Entity for the relevant Instruments unless the Calculation Agent notifies the Issuer that such announcement shall apply to such Instruments).

"Reference Obligation" means, with respect to a Reference Entity, the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable with respect to the Reference Entity in the applicable Final Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable with respect to the Reference Entity (or no election is specified with respect to the Reference Entity), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified with respect to the Reference Entity in the applicable Final Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

"Reference Obligation Only Exercise Date" means any day from and including the Substitution Event Date in respect of the event set out in sub-paragraph (a) of the definition of Substitution Event as specified in a Reference Obligation Only Redemption Notice.

"Reference Obligation Only Trade" will be applicable with respect to the Instruments if (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the applicable Final Terms and (b) "Standard Reference Obligation" is specified as not applicable in the applicable Final Terms.

Notwithstanding the definition of Substitute Reference Obligation: (i) no Substitute Reference Obligation shall be determined in respect of a Reference Obligation Only Trade and (ii) if the events set out in sub-paragraphs (b) or (c) of the definition of Substitution Event occur with respect to the Reference Obligation in a Reference Obligation Only Trade, such Reference Obligation shall continue to be the Reference Obligation.

"Relevant City Business Days" has the meaning given to that term in the DC Rules.

"Relevant Guarantee" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the applicable Final Terms, a Qualifying Guarantee.

"Relevant Holder" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or NOPS Amendment Notice, as applicable.

"Relevant Obligations" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made pursuant to the definition of Successor and Credit Linked W&C Condition 13 (*Successors*), make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms and the Instruments are a Senior Transaction, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (d) if "Financial Reference Entity Terms" is specified as applicable in the applicable Final Terms, and the Instruments are deemed to be a Subordinated Transaction, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if the Instruments were a Senior Transaction.

"Replacement Deliverable Obligation" has the meaning set out in Credit Linked W&C Condition 5.

"Replacement Reference Entity" means an entity identified by the Calculation Agent which is the "Replacement Reference Entity" under the relevant Hedge Transaction and/or:

- (a) that is in the same industry classification group as the Surviving Reference Entity as determined by the Calculation Agent with reference to the industry classification groups as published by Moody's Investors Service, Inc. or Standard & Poor's Financial Services LLC or any successors thereto or any other rating agency as the Calculation Agent shall determine;
- (b) that has a bid-side credit spread (at the time the Calculation Agent identifies such entity) no greater than 110 per cent. or (as otherwise specified in the applicable Final Terms) of the relevant Surviving Reference Entity at the same time (the "**Credit Spread Requirement**"), in each case based on a credit default swap:
 - (i) on market standard terms for the relevant entity as at the time of such determination;

- (ii) in respect of a floating rate payer calculation amount equal to at least 50 per cent but not more than 100 per cent. of the Aggregate Nominal Amount of the W&C Instruments; and
- (iii) with a term equal to the period from and including the date of determination to and including the Scheduled Termination Date (the "**Remaining Term**"), provided that the Calculation Agent, having used reasonable endeavours, cannot obtain quotations from at least three Quotation Dealers, in respect of the Remaining Term, the term for the purposes of this paragraph (iii) shall be five years,

The bid-side credit spreads for the purpose of the Credit Spread Requirement shall be the unweighted arithmetic mean of the spread quotations obtained by the Calculation Agent from at least three Quotation Dealers, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

- (c) that is principally traded in the credit derivative market in respect of the same geographical region as the relevant Surviving Reference Entity, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner; and
- (d) that is not an Affiliate of any other Reference Entity under the Instruments, the Issuer or the Calculation Agent both immediately prior to and following the relevant Succession Event.

"Representative Amount" means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

"Repudiation/Moratorium" means the occurrence of both of the following events:

- (a) an authorised officer of the Reference Entity or a Governmental Authority:
 - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Exercise Date:

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
 - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
 - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

"Repudiation/Moratorium Extension Condition" is satisfied (a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to

the date that is 15 Business Days after the Scheduled Exercise Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium for the purposes of the Instruments has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Scheduled Exercise Date (and provided that, if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Repudiation/Moratorium Extension Condition shall not be satisfied unless the Calculation Agent notifies the Issuer that such announcement shall apply to the Instruments) or (b) otherwise, in the case of Long Credit Linked W&C Instruments only, by the delivery by the Calculation Agent to the Issuer of (x) a Repudiation/Moratorium Extension Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the applicable Final Terms, a Notice of Publicly Available Information that are each effective on or prior to the date that is 15 Business Days after the Scheduled Exercise Date; or (y) an Extension Notice giving notice of the circumstances set out in sub-paragraph (d) of the definition thereof on or prior to the Actual Exercise Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed either not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Scheduled Exercise Date, provided that, if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, such announcement by the DC Secretary shall be deemed not to have been made (and the Instruments shall be construed accordingly) unless the Calculation Agent notifies the Issuer that such announcement shall apply to the Instruments.

"Repudiation/Moratorium Extension Notice" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Exercise Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"Resolve" has the meaning given to that term in the DC Rules, and "Resolved" and "Resolves" shall be construed accordingly.

"Restructured Bond or Loan" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"Restructuring"

- (a) "Restructuring" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Obligation to bind all the holders of such Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:
 - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

- (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Notwithstanding the provisions of sub-paragraph (a) above, none of the following shall constitute a Restructuring:
- (i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;
 - (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
 - (iii) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (iv) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of sub-paragraph (a)(v) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (c) For the purposes of the definition of Restructuring and Credit Linked W&C Condition 15, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the sub-paragraph (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity.
- (d) If an exchange has occurred, the determination as to whether one of the events described under sub-paragraphs (a)(i) to (v) has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Date" means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Restructuring Maturity Limitation Date" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Exercise Date.

Notwithstanding the foregoing, if the final maturity date of the Latest Maturity Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date and the Scheduled Exercise Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

"Revised Currency Rate" means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time, or (b) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

"Scheduled Exercise Date" means the date specified as such in the applicable Final Terms or if no date is so specified, the Actual Exercise Date.

"Senior Obligation" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

"Senior Transaction" means a series of Instruments for which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

"Seniority Level" means, with respect to an obligation of the Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in the applicable Final Terms, or (b) if no such seniority level is specified in the applicable Final Terms, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level".

"Settlement Currency" means the currency specified as such in the applicable Final Terms, or if no currency is specified in the applicable Final Terms, the Settlement Currency of the Credit Linked W&C Instruments.

"Settlement Method" means the settlement method specified (or deemed specified) in the applicable Final Terms.

"Short Exercise Date" means the Actual Exercise Date; provided that

- (a) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period, the Short Exercise Date shall be (x) the date falling 15 Business Days (or such other date as may be specified in the applicable Final Terms) after the later to occur of: (A) the related DC No Credit Event Announcement; or (B) the related DC Credit Event Question Dismissal; or (y) if a DC Credit Event Announcement occurs, the Auction Settlement Date or Credit Event Redemption Date, as applicable; and
- (b) if "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, sub-paragraph (a) shall not apply to the relevant Instruments unless the Calculation Agent notifies the Issuer that such DC Resolution shall apply to the relevant Short Credit Linked W&C Instruments.

"Short Movement Option Condition" means that the relevant Credit Event is an M(M)R Restructuring with respect to which a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date.

"Short Parallel Auction Settlement Terms" means, where the Short Movement Option Condition is satisfied, the Parallel Auction Settlement Terms, if any, selected by the Issuer for the purposes of which the Deliverable Obligations under the Parallel Auction Settlement Terms are more limited than the Deliverable Obligations under the Transaction Auction Settlement Terms (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of Permissible

Deliverable Obligations (as defined in the Credit Derivatives Definitions) shall apply and provided further that the Issuer may apply the Parallel Auction Settlement Terms for purposes of which all Deliverable Obligations on the Final List (as defined in the DC Rules) will be Permissible Deliverable Obligations (as defined in the Credit Derivatives Definitions) if the Parallel Auction Settlement Terms so elected apply to one or more Hedge Transactions in respect of the relevant Instruments).

"Solvency Capital Provisions" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"Sovereign" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

"Sovereign Restructured Deliverable Obligation" means an Obligation of a Reference Entity which is a Sovereign (either directly or as a provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within the definition of a Deliverable Obligation set out in sub-paragraph (a) of the definition thereof immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Sovereign Succession Event" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

"Specified Number" means the number of Public Source(s) specified in the applicable Final Terms, or if no number is specified in the applicable Final Terms, two, provided that where "Calculation Agent Determination" is specified as applicable in the applicable Final Terms, the "Specified Number" shall be one.

"SRO List" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"Standard Reference Obligation" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

"Standard Specified Currencies" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"Subordinated Obligation" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

"Subordinated Transaction" means a series of Instruments for which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

"Substitute Reference Obligation" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with sub-paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (b) If any of the events set forth under sub-paragraphs (a) or (c) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and sub-paragraph (c)(ii) below). If the event set forth in sub-paragraph (b) of the definition of Substitution Event has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under sub-paragraphs (i) or (iii) of the definition of Substitution Event occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
 - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation;
 - (A) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (II) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or

- (B) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of Deliverable Obligation.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in sub-paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Instruments, as determined by the Calculation Agent. The Calculation Agent will notify the Issuer of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with sub-paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to sub-paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with sub-paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

"Substitute Reference Obligation Resolution Request Date" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"Substitution Date" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation.

"Substitution Event" means, with respect to the Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole;
- (b) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (c) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

"Successor" means:

- (a) subject to sub-paragraph (c) below, the entity or entities, if any, determined as follows:
- (i) subject to sub-paragraph (a)(vii), if one entity succeeds, either directly or as provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor, and the Credit Linked Warrants or Credit Linked Certificates, as applicable, will be divided in accordance with Credit Linked W&C Condition 13;
 - (iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor, and the Credit Linked Warrants or Credit Linked Certificates, as applicable, will be divided in accordance with Credit Linked W&C Condition 13;
 - (v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Credit Linked Warrants or Credit Linked Certificates, as applicable, will not be changed in any way as a result of the such succession;
 - (vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and the Credit Linked Warrants or Credit Linked Certificates, as applicable, will be divided in accordance with Credit Linked W&C Condition 13); and
 - (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor.
- (b) The Calculation Agent will be responsible for determining, as soon as reasonably practicable it becomes aware thereof and, in each case, with effect from the Succession Date, any Successor or Successors under sub-paragraph (a) above; provided that if "Calculation Agent Determination" is not specified as being applicable in the applicable Final Terms, the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit

Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

Notwithstanding sub-paragraph (a) above, where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms, the Successor shall be either (as selected by the Calculation Agent in its sole discretion) (A) the current obligor in respect of the Reference Obligation, (B) the successor(s) determined in accordance with sub-paragraph (a) above, as applicable, or (C) any successor(s) identified by the relevant Credit Derivatives Determinations Committee pursuant to a DC Resolution if the Calculation Agent notifies the Issuer that a DC Resolution in relation to a Reference Entity and a succession shall apply.

The Calculation Agent will make all calculations and determinations required to be made under this provision on the basis of Eligible Information and will notify the Issuer of any such calculation or determination as soon as practicable.

In calculating the percentages used to determine whether an entity qualifies as a Successor, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

- (c) An entity may only be a Successor if:
 - (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after January 1, 2014;
 - (ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
 - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (d) For the purposes of this definition of Successor, "**succeed**" means, with respect to a Reference Entity and its Relevant Obligations, that an entity other than such Reference Entity: (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement); or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of Successor, "succeeded" and "succession" shall be construed accordingly.
- (e) In the case of an exchange offer, the determination required pursuant to sub-paragraph (a) above shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.
- (f) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(g) Where:

- (A) a Reference Obligation with respect to a Reference Entity is specified in the applicable Final Terms; and
 - (B) one or more Successors to the Reference Entity have been identified; and
 - (C) any one or more such Successors have not assumed the Reference Obligation,
- a Substitute Reference Obligation will be determined in accordance with the definition of "Substitute Reference Obligation".

"Successor Backstop Date" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date or otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Calculation Agent to the Issuer not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"Successor Notice" means an irrevocable notice from the Calculation Agent to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity has been determined by the Calculation Agent. A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to the definition of Successor.

"Successor Resolution Request Date" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"Steps Plan" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"Trade Date" means the date specified as such in the applicable Final Terms.

"Transaction Auction Settlement Terms" means either:

- (a) (if the relevant Credit Event is not a Restructuring) the Credit Derivatives Auction Settlement Terms; and
- (b) (if the relevant Credit Event is a Restructuring), the Credit Derivatives Auction Settlement Terms for which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

If multiple Transaction Auction Settlement Terms are published in relation to Senior Obligations and Subordinated Obligations of the Reference Entity, the Calculation Agent shall select the Transaction Auction Settlement Terms which are relevant for the purposes of the Instruments.

"Transaction Type" means in respect of a Reference Entity, the transaction type specified in respect of such Reference Entity in the applicable Final Terms corresponding to the "Transaction Type" specified as such in the Physical Settlement Matrix.

"Undeliverable Obligation" means a Deliverable Obligation included in the Entitlement which, on the Final Delivery Date for such Deliverable Obligation, the Calculation Agent determines (in its sole discretion) for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions, a Hedge Disruption Event or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is either:

- (a) impossible, illegal, impracticable or is otherwise unable to Deliver for any reason on the Final Delivery Date; or
- (b) unable or impracticable to Deliver on the Final Delivery Date because (i) the relevant Holder(s) has not taken any action that is deemed necessary by the Calculation Agent (acting in its sole discretion) to enable the Issuer to Deliver and/or for the Holder(s) to take delivery of all or a portion of the Deliverable Obligations; or (ii) the Holder(s) has failed to provide know-your-customer information, sign and deliver relevant transfer documentation and/or confidentiality agreement, pay a fee to the agent to effect the transfer and/or provide any other information or documentation or make any other payment (including any taxes) as is specified under the terms of the relevant Deliverable Obligations or as is customary to provide in respect of such Deliverable Obligations, each as may be required pursuant to the definition of "Deliver" herein.

Where Asset Package Delivery applies the Issuer may (but is not obliged to) Deliver any Asset comprising the Asset Package and any Asset which is not Delivered shall constitute an "Undeliverable Obligation" for the purposes of this definition.

"Underlying Obligation" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"Underlying Obligor" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"Unwind Costs" means the amount specified in the applicable Final Terms or if "Standard Unwind Costs" are specified in the applicable Final Terms, an amount determined by the Calculation Agent in its sole discretion equal to the sum of (without duplication) all costs, expenses (including, without limitation, loss of funding and break funding charges and fees), tax and duties incurred by the Issuer and/or any of its Affiliates and/or agents in connection with the redemption or cancellation, as applicable, of the Instruments and the related termination, settlement or re-establishment of any hedge or related trading position (and any cost incurred by the Issuer and/or any of its Affiliates and/or agents in sourcing the Deliverable Obligations delivered if the Issuer is unable to do so by way of a transaction entered into pursuant to the relevant Auction and to the extent that the same exceeds the Auction Final Price (if any) determined in relation to the relevant Reference Entity) (or which would have been so incurred had the Issuer and/or its Affiliates entered into and/or elected to unwind one or more such transactions, positions or arrangements), such amount to be apportioned *pro rata* amongst each Notional Amount of the Instruments.

"Valuation Date" means (i) where Physical Settlement is specified as applying in the applicable Final Terms, the day falling five Business Days after the Final Delivery Date, or (ii) where Cash Settlement is specified as applying in the applicable Final Terms, if "Single Valuation Date" is specified in the applicable Final Terms, the date that is the number of Business Days specified in the applicable Final Terms after the Event Determination Date or, if the number of Business Days is not so specified, any day falling on or before the 122nd Business Day after the Event Determination Date or (following any Auction Cancellation Date or No Auction Announcement Date) after such Auction Cancellation Date or No Auction Announcement Date (in each case, as selected by the Calculation Agent in its sole discretion), and if "Multiple Valuation Dates" is specified in the applicable Final Terms, each of the following dates:

- (a) the date that is the number of Business Days specified in the applicable Final Terms after the Event Determination Date, Auction Cancellation Date or No Auction Announcement Date (or, if the number of Business Days is not specified, five Business Days); and

- (b) each successive date that is the number of Business Days specified in the applicable Final Terms (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "Multiple Valuation Dates" is specified in the applicable Final Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Final Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Final Terms, Single Valuation Date shall apply.

"Valuation Method":

- (a) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and only one Valuation Date:

"Market" means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

"Highest" means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

- (b) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Highest.

- (c) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and more than one Valuation Date:

"Average Market" means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

"Highest" means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

"Average Highest" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

- (d) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Highest.

- (e) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and only one Valuation Date:

"Blended Market" means the unweighted arithmetic mean of the Market Value for each Reference Obligation determined by the Calculation Agent with respect to the Valuation Date; or

"Blended Highest" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent for each Reference Obligation with respect to the Valuation Date.

- (f) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Blended Highest.

- (g) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and more than one Valuation Date:

"Average Blended Market" means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Market Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date; or

"Average Blended Highest" means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Highest Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date.

- (h) If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Blended Highest.
- (i) Notwithstanding paragraphs (a) to (h) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market, Average Market, Blended Market or Average Blended Market, as the case may be.

"Valuation Time" means the time specified as such in the applicable Final Terms or, if no time is so specified, 11.00 a.m. in the principal trading market for the Reference Obligation.

"Voting Shares" means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"Weighted Average Quotation" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, if a Minimum Quotation Amount is specified in the applicable Final Terms, of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

3. Automatic Exercise

- (a) Unless previously exercised or purchased and cancelled by the Issuer, each Long Credit Linked W&C Instrument will be automatically exercised on the Long Exercise Date, and each such Instrument shall entitle its Holder to receive from the Issuer on the Settlement Date the Cash Settlement Amount specified in, or determined in the manner specified in, the applicable Final Terms (or, if no such provision is made in the applicable Final Terms, the outstanding Notional Amount thereof).
- (b) Unless previously exercised or purchased and cancelled by the Issuer, each Short Credit Linked W&C Instrument will be automatically exercised on the Short Exercise Date, and each such Instrument shall entitle its Holder to receive from the Issuer on the Settlement Date the Cash Settlement Amount specified in, or determined in the manner specified in, the applicable Final Terms (or, if no such provision is made in the applicable Final Terms, zero).

If Reference Obligation Only Trade is applicable with respect to the Instruments and the event set out in sub-paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation, the Calculation Agent may give notice (such notice a **"Reference Obligation Only Exercise Notice"**) to the Issuer on any day from and including the applicable Substitution Event Date and the Issuer shall exercise each Credit Linked Warrant or Credit Linked Certificate, as applicable, and the Holder of each such Instrument shall receive the Cash Settlement Amount specified in, or determined in the manner specified in, the applicable Final Terms (or if no such provision is made in the applicable Final Terms (i) in respect of each Long Credit Linked W&C Instrument, the outstanding Notional Amount thereof or (ii) in respect of each Short Credit Linked W&C Instrument, zero).

4. Cash Settlement

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default Instruments, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Cash Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Cash Settlement"), the Calculation Agent shall give notice (such

notice a "**Settlement Notice**") to the Issuer and the Issuer shall redeem or cancel, as applicable, all of the Instruments and pay in respect of each Instrument the Credit Event Redemption Amount on the Credit Event Redemption Date.

If an Event Determination Date occurs and the Instruments are redeemed in accordance with this Credit Linked W&C Condition 4, upon payment of the Credit Event Redemption Amount the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the Issue Price or Notional Amount of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

5. Physical Settlement

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default Instruments, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Physical Settlement" (or a Fallback Settlement Event has occurred and the Fallback Settlement Method is "Physical Settlement"), the Calculation Agent shall give notice (such notice a "**Notice of Physical Settlement**") to the Issuer on or before the NOPS Cut-off Date and the Issuer shall redeem or cancel, as applicable, all of the Instruments, by Delivering (or procuring the Delivery) in respect of each Instrument the Deliverable Obligations comprising the Entitlement, subject to and in accordance with the W&C Instruments Conditions and the Credit Linked W&C Conditions (and in particular, Credit Linked W&C Condition 9).

In the Notice of Physical Settlement, the Calculation Agent shall:

- (a) specify the Deliverable Obligations comprising the Entitlement that the Issuer shall endeavour to Deliver including, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available or applicable, the rate and tenor) of each such Deliverable Obligation; and
- (b) specify the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case, the "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of all Deliverable Obligations specified in the Notice of Physical Settlement that the Issuer shall endeavour to Deliver (the "**Aggregate Outstanding Amount**").

The Calculation Agent may at any time prior to any Delivery Date by delivery of a notice to the Issuer (the "**NOPS Amendment Notice**") amend the Notice of Physical Settlement and the Issuer shall endeavour to, pursuant to such NOPS Amendment Notice, Deliver to the Holders replacement Deliverable Obligations that are different from the Deliverable Obligations originally specified (each, a "**Replacement Deliverable Obligation**"). A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of the Replacement Deliverable Obligations specified in any NOPS Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligations specified in the Notice of Physical Settlement or any earlier NOPS Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Delivery Date (determined without reference to any change resulting from such NOPS Amendment Notice).

Notwithstanding the foregoing, (i) the Calculation Agent may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to Issuer prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Calculation Agent shall on the NOPS Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Issuer of the detailed

description of the Asset Package, if any, that the Issuer shall endeavour to deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, it being understood in each case that such notice of correction shall not constitute a NOPS Amendment Notice.

If (i) "Physical Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod R" is specified as applicable in the applicable Final Terms and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice, as applicable, if such Deliverable Obligation (A) is a Fully Transferable Obligation and (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date.

If (i) "Physical Settlement" is specified to be the Settlement Method in the applicable Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod Mod R" is specified as applicable in the applicable Final Terms and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice, as applicable, if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date in each case, as of both the NOPS Effective Date and the Delivery Date. Notwithstanding the foregoing, for purposes of this sub-paragraph, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

Unless otherwise specified in the applicable Final Terms, the Guaranteed Cash Settlement Amount in respect of each Credit Linked Warrant or Credit Linked Certificate shall be an amount calculated in accordance with the definition of "Partial Cash Settlement Amount", provided that the Guarantor shall designate in its sole and absolute discretion which portion of the Entitlement shall be an Undeliverable Obligation, and provided that the Valuation Date, shall be the date notified as such by the Guarantor to the Issuer and the Calculation Agent.

If an Event Determination Date occurs and the Instruments are redeemed or are cancelled in accordance with this Credit Linked W&C Condition 5, upon Delivery of the Deliverable Obligations comprising the Entitlement and/or payment of the Partial Cash Settlement Amount, as the case may be, the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount in respect of the Instruments to be redeemed may be less than the Issue Price or Notional Amount of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

6. Auction Settlement

Unless the Instruments have been previously redeemed or purchased and cancelled, if an Event Determination Date occurs (in the case of Nth-to-Default Instruments, in relation to the Nth Reference Entity in respect of which an Event Determination Date occurs) and the applicable Settlement Method is "Auction Settlement", the Calculation Agent shall give notice (such notice a "Settlement Notice") to the Issuer and the Issuer shall redeem or cancel as applicable, all of the Instruments and pay in respect of each Instrument the Auction Settlement Amount on the Auction Settlement Date unless a Fallback Settlement Event occurs (for the avoidance of doubt, in relation to the same Credit Event), in which case the Issuer shall redeem or cancel, as the case may be, the Instruments in accordance with the applicable Fallback Settlement Method.

If an Event Determination Date occurs and the Instruments are redeemed or are cancelled in accordance with this Credit Linked W&C Condition 6, upon payment of the Auction Settlement Amount the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The Auction Settlement Amount may be less than the Issue Price or Notional Amount of an Instrument. Any shortfall shall be borne by the Holder and no liability shall attach to the Issuer and/or the Guarantor.

7. **Suspension of Obligations**

If a Credit Event Resolution Request Date occurs in relation to any Reference Entity, then, unless the Issuer otherwise elects by notice to the Holders, any obligation of the Issuer to redeem or cancel (as the case may be) or otherwise settle any Credit Linked Warrant or Credit Linked Certificate or pay any Additional Amount which would otherwise be due thereon shall, to the extent that it relates to such Reference Entity, be and remain suspended until (a) the occurrence of a DC Credit Event Announcement; (b) the occurrence of a DC No Credit Event Announcement; or (c) the occurrence of a DC Credit Event Question Dismissal (each of the events set out in (a), (b) or (c), a "**DC Announcement**").

Following a DC Announcement, any obligations so suspended shall resume on the second Business Day immediately following the date of such DC Announcement (with benefit being given of the full day notwithstanding when the tolling or suspension began). Any Additional Amount so suspended shall, subject to W&C Instruments Condition 26(B) or W&C Instruments Condition 33(B), as applicable, become due and payable on the date determined by the Calculation Agent in its sole discretion provided that such date shall not be later than 20 Business Days after the date of such DC Announcement.

No interest shall accrue on any Additional Amount, any Cash Settlement Amount or any other payment obligation of the Issuer so suspended.

Where the applicable Final Terms specify that "Calculation Agent Determination" is applicable, this Credit Linked W&C Condition 7 shall not apply to the relevant Instruments unless the Calculation Agent notifies the Issuer that this Credit Linked W&C Condition 7 shall apply.

8. **Additional Amounts**

Following the delivery of an Extension Notice, in the case of additional amount bearing Credit Linked Warrants or Credit Linked Certificates and provided that an Event Determination Date has not occurred, the Issuer shall be obliged to pay Additional Amounts calculated as provided in W&C Instruments Condition 26 or W&C Instruments Condition 32, as applicable, accruing from (and including) the Additional Amount Payment Date immediately preceding the Actual Exercise Date (or, if none the Issue Date) to (but excluding) the Actual Exercise Date but shall only be obliged to make such payment of interest on the Long Exercise Date or the Short Exercise Date, as applicable, and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay.

Without prejudice to Credit Linked W&C Condition 7, if "Accrual of Additional Amounts upon Credit Event" is specified as Not Applicable in the applicable Final Terms and the Calculation Agent determines that a Credit Event, a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred or may occur on or prior to an Additional Amount Payment Date, the Calculation Agent may notify the Issuer and where the Calculation Agent delivers any such notice (a "**Postponement Notice**") to the Issuer on or prior to such Additional Amount Payment Date (in either case, the "**Postponed Payment Date**"), any obligation of the Issuer to pay any Additional Amount shall be suspended for a period of 15 Business Days following such Postponed Payment Date (or, in respect of any Postponed Payment Date scheduled to fall on the Actual Exercise Date, up to the Long Exercise Date or the Short Exercise Date, as applicable, (or such shorter period as the Calculation Agent may notify the Issuer) to enable the Calculation Agent to determine whether a Credit Event has occurred.

Where the Calculation Agent delivers a Postponement Notice to the Issuer, the Issuer shall give notice thereof as soon as practicable to the Holders in accordance with W&C Instruments

Condition 12, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any postponement of an Additional Amount Payment Date.

If an Event Determination Date has not occurred on or prior to such 15th Business Day, Long Exercise Date or Short Exercise Date, as applicable, the Additional Amount shall be payable on such 15th Business Day, Long Exercise Date or Short Exercise Date, as applicable, (for the avoidance of doubt, no interest shall accrue on any additional amount so suspended). If an Event Determination Date has occurred on or prior to such 15th Business Day, Long Exercise Date or Short Exercise Date, as applicable, then notwithstanding W&C Instruments Condition 26(B)(a) or W&C Instruments Condition 33(B)(a), as applicable, each Instrument shall cease to accrue Additional Amounts from the Additional Amount Payment Date immediately preceding the Postponed Payment Date or, if the Postponed Payment Date falls on the first Additional Amount Payment Date, no Additional Amount shall accrue on the Instruments (and W&C Instruments Condition 26(B) or W&C Instruments Condition 33(B), as applicable shall be deemed to be amended accordingly).

9. **Partial Cash Settlement**

If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Entitlement are not Delivered for whatever reason by the Final Delivery Date, the Calculation Agent shall give notice (a "**Partial Cash Settlement Notice**") to the Issuer, as applicable, and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date. For the avoidance of doubt, the failure by the Issuer to Deliver all or such portion of the Undeliverable Obligations comprising the Entitlement on or prior to the Final Delivery Date shall not constitute an Event of Default.

Unless otherwise specified in the applicable Final Terms, for the purposes of this Credit Linked W&C Condition 9 the following terms are deemed to have the following meanings:

"Indicative Quotation" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

"Market Value" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (b) if exactly three Full Quotations are obtained, the Full Quotations remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (e) if Indicative Quotations are specified as applying in the applicable Final Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (f) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day

following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

"Partial Cash Settlement Amount" is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (a) (i) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (ii) either (A) if one or more Auctions are held by the Credit Derivatives Determinations Committee in respect of the Reference Entity, the Auction Final Price or (B) if the Calculation Agent decides (in its sole and absolute discretion), the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, less (iii) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Entitlement), and (b) zero.

"Partial Cash Settlement Date" is deemed to be the date falling three Business Days after the calculation of the Final Price or, as applicable, the date falling fifteen Business Days after the later of (a) the Final Delivery Date and (b) the Auction Final Price Determination Date.

"Quotation" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Final Terms, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Final Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Final Terms, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) The Calculation Agent shall determine, based on the then-current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.

- (d) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

"Quotation Amount" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be. The Calculation Agent may in its sole discretion round up or down the Quotation Amount for the purposes of seeking a Quotation.

"Quotation Method" is deemed to be Bid.

"Reference Obligation" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"Valuation Method" is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case "Valuation Method" is deemed to be Market Value.

"Valuation Time" is the time specified as such in the applicable Final Terms, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"Weighted Average Quotation" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

10. **Redemption following a Merger Event**

If this Credit Linked W&C Condition 10 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Holders in accordance with W&C Instruments Condition 12, and redeem or cancel, as applicable, all but not less than all of the Instruments at the Merger Event Redemption Amount on the Merger Event Redemption Date, each as specified in the applicable Final Terms.

11. **Credit Event Notice after M(M)R Restructuring Credit Event**

If this Credit Linked W&C Condition 11 is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in the Terms and Conditions, upon the occurrence of an M(M)R Restructuring:

- (a) in the case of Credit Linked Certificates:
- (i) either (A) the Calculation Agent may deliver a Credit Event Notice to the Issuer or (B) (in the case of Short Credit Linked Certificates only) a Holder may deliver a Credit Event Notice to the Issuer, in each case in respect of an amount (the **"Partial Cancellation Amount"**) that is less than the Notional Amount of each Certificate immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked W&C Conditions and related provisions shall be deemed to apply to the Partial Cancellation Amount only and each such Certificate shall be cancelled in part (such cancelled part being equal to the Partial Cancellation Amount).

- (ii) For the avoidance of doubt (A) the Notional Amount, part or other amount of each such Certificate not so redeemed in part shall remain outstanding and Additional Amounts (if applicable) shall be payable on the Notional Amount outstanding of such Certificate as provided in W&C Instruments Condition 33 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (B) the Credit Linked W&C Conditions and related provisions shall apply to such Notional Amount, part or other amount outstanding of such Certificate in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the M(M)R Restructuring Credit Event and (C) once a Credit Event Notice with respect to an M(M)R Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the M(M)R Restructuring Credit Event.
 - (iii) If the provisions of this Credit Linked W&C Condition 11(a) apply in respect of the Credit Linked Certificate, on cancellation of part of each such Credit Linked Certificate the relevant Credit Linked Certificate or, if the Credit Linked Certificates are represented by a Global Certificate, such Global Certificate, shall be endorsed to reflect such part redemption;
- (b) in the case of Credit Linked Warrants:
- (i) either (A) the Calculation Agent may deliver a Credit Event Notice to the Issuer or (B) (in the case of Short Credit Linked Warrants only) a Holder may deliver a Credit Event Notice to the Issuer, in each case in respect of an amount (the **"Partial Cancellation Amount"**) that is less than the Notional Amount of each Warrant immediately prior to the delivery of such Credit Event Notice (provided that if the Credit Event Notice does not specify an amount, then the full Notional Amount will be deemed to have been specified). In such circumstances the Credit Linked W&C Conditions and related provisions shall be deemed to apply to the Partial Cancellation Amount only and each such Warrant shall be cancelled in part (such cancelled part being equal to the Partial Cancellation Amount).
 - (ii) For the avoidance of doubt (A) the Notional Amount, part or other amount of each such Warrant not so redeemed in part shall remain outstanding and Additional Amounts (if applicable) shall be payable on the Notional Amount outstanding of such Warrant as provided in W&C Instruments Condition 26 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (B) the Credit Linked W&C Conditions and related provisions shall apply to such Notional Amount, part or other amount outstanding of such Warrant in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the M(M)R Restructuring Credit Event and (C) once a Credit Event Notice with respect to an M(M)R Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the M(M)R Restructuring Credit Event.
 - (iii) If the provisions of this Credit Linked W&C Condition 11(b) apply in respect of the Credit Linked Warrant, on cancellation of part of each such Credit Linked Warrant the relevant Credit Linked Warrant or, if the Credit Linked Warrants are represented by a Global Warrant, such Global Warrant, shall be endorsed to reflect such part redemption.

12. Multiple Holder Obligation

If this Credit Linked W&C Condition 12 is specified as applicable (or deemed to be applicable) in the applicable Final Terms, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a)(i) to (v) of the definition of "Restructuring" in

Credit Linked W&C Condition 2 shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

"Multiple Holder Obligation" means an Obligation that (a) at the time of the event which constitutes a Restructuring Credit Event, is held by more than three holders that are not Affiliates of each other and (b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event, provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (b).

13. Successors

- (a) Where pursuant to sub-paragraph (a)(iii), (iv) or (vi) of the definition of Successor, more than one Successor has been identified, the Credit Linked Warrants or Credit Linked Certificates, as applicable, will be equally divided into such number of notional Credit Linked Warrants or Credit Linked Certificates, as applicable, as there are Successors and each Successor will be the Reference Entity for the purposes of one of such Credit Linked Warrants or Credit Linked Certificates, as applicable. These Credit Linked W&C Conditions shall be deemed to apply to such Credit Linked Warrants or Credit Linked Certificates, as applicable, and shall be construed accordingly.
- (b) Where a Credit Event occurs in respect of a Reference Entity after more than one Successor has been identified, the provisions of these Credit Linked W&C Conditions shall be deemed to apply to the Notional Amount represented by that Reference Entity only (the **"Partial Notional Amount"**) and all the provisions shall be construed accordingly. Each Instrument shall thereafter be redeemed in part (such redeemed part being equal to its *pro rata* share of the Partial Notional Amount).
- (c) The Instruments shall remain outstanding with a new Notional Amount equal to the Notional Amount prior to such redemption minus the Partial Notional Amount (such amount, the **"Remaining Amount"**) and Additional Amounts (if applicable) shall be payable on the Remaining Amount as provided for in W&C Instruments Condition 26 or W&C Instruments Condition 33, as applicable (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate).
- (d) Any determinations (including (without limitation) as to the division of the Credit Linked Warrants or Credit Linked Certificates, as applicable) and any adjustment to the applicable Final Terms relating to, connected with or as a result of the identification of more than one Successor shall be made by the Calculation Agent in its sole discretion (provided that if such determinations have been made by the relevant Credit Derivatives Determinations Committee, then the Calculation Agent shall, unless (x) otherwise provided for in the applicable Final Terms or (y) "Calculation Agent Determination" is specified as applicable in the applicable Final Terms, be bound by such determinations) and, in the absence of manifest error, shall be conclusive and binding on all Holders. The applicable Final Terms may be amended and restated from time to time to reflect the effect of such determinations without the consent of the Holders and the Holders are deemed to agree to this provision by the purchase of the Instruments.

14. Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities" (published on September 15, 2014)

If Credit Linked W&C Condition 14 is specified as applicable in the applicable Final Terms, the following provisions will apply:

- (a) **Obligation and Deliverable Obligation.** Paragraph (a) of the definition of "Obligation" in Credit Linked W&C Condition 2 and paragraph (a) of the definition of "Deliverable Obligation" in Credit Linked W&C Condition 2 are hereby amended by adding "or Qualifying Policy" after "or as a provider of a Relevant Guarantee".
- (b) **Interpretation of Provisions.** In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) (*Interpretation of Provisions*) of the

definition of "Deliverable Obligation" and paragraph (B) (*Interpretation of Provisions*) of the definition of "Obligation" in Credit Linked W&C Condition 2 will apply, with references to the "Relevant Guarantee", the "Underlying Obligation" and the "Underlying Obligor" deemed to include the "Qualifying Policy", the "Insured Instrument" and the "Insured Obligor", respectively, except that:

- (i) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligors" as used in the Credit Linked W&C Conditions in respect of such an Insured Instrument shall be construed accordingly;
 - (ii) references in the definitions of "Assignable Loan" and "Consent Required Loan" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring", respectively;
 - (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms;
 - (iv) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
 - (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and
 - (vi) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.
- (c) **Outstanding Principal Balance.** References in sub-paragraph (a) of the definition of "Outstanding Principal Balance" in Credit Linked W&C Condition 2 to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument shall be disregarded for the purposes of sub-paragraph (b) of the definition of "Outstanding Principal Balance" in Credit Linked W&C Condition 2 provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.
- (d) **Deliver.** For the purposes of the definition of "Deliver" in Credit Linked W&C Condition 2, "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

- (e) **Provisions for Determining a Successor.** Sub-paragraphs (a), (d) and (f) of the definition of "Successor" in Credit Linked W&C Condition 2 are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". Sub-paragraph (f) of the definition of "Successor" in Credit Linked W&C Condition 2 is hereby amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".
- (f) **Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.** The definition of "Original Non-Standard Reference Obligation", sub-paragraph (c)(i) of the definition of "Substitute Reference Obligation" and sub-paragraph (c) of the definition of "Substitution Event" in Credit Linked W&C Condition 2 are hereby amended by adding "or Qualifying Policy" after "a guarantee".
- (g) **Restructuring**
 - (i) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, sub-paragraphs (a)(i) to (v) inclusive of the definition of "Restructuring" in Credit Linked W&C Condition 2 are hereby amended to read as follows:
 - "(i) a reduction in the rate or amount or the Instrument Payments in clause (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (ii) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (x) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition thereof or (y) the payment of the Instrument Payments described in clause (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
 - (iv) a change in the ranking in priority of payment of (x) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (y) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (v) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole)."
 - (ii) Sub-paragraph (b)(iv) of the definition of "Restructuring" in Credit Linked W&C Condition 2 is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy" at the end thereof.

- (iii) The definition of "Restructuring" in Credit Linked W&C Condition 2 is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For purposes of the definition of "Restructuring" in Credit Linked W&C Condition 2 and if Credit Linked W&C Condition 14 is specified as applying in the applicable Final Terms, for the purposes of the Credit Linked W&C Conditions the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in sub-paragraph (a) above shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity."

- (h) **Fully Transferable Obligation and Conditionally Transferable Obligation.** In the event that a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of "Conditionally Transferable Obligation" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring" respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Credit Linked W&C Condition 5 and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (i) **Other Provisions.** For purposes of the definitions of "Credit Event" and "Deliver" in Credit Linked W&C Condition 2, references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor" respectively.
- (j) **Additional Definitions.**

"Qualifying Policy" means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Credit Linked W&C Condition 14) (the **"Insured Instrument"**) for which another party (including a special purpose entity or trust) is the obligor (the **"Insured Obligor"**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments);

"Instrument Payments" means (i) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (ii) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (i) and (ii) (A) determined without regard to limited recourse or reduction provisions of the type described in Credit Linked W&C Condition 14(c) above and (B) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

"Certificate Balance" means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

15. **Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (published on September 15, 2014)**

If Credit Linked W&C Condition 15 is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the Credit Linked W&C Conditions, the following provisions will apply:

- (a) provisions relating to Multiple Holder Obligation will be deemed to be Not Applicable with respect to any Reference Obligation (and any Underlying Loan);
- (b) each Reference Obligation will be an Obligation, notwithstanding anything to the contrary in the Credit Linked W&C Conditions and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in the Credit Linked W&C Conditions including and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

The Not Subordinated Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity;

- (d) the definition of "Reference Obligation" shall be deleted and the following substituted therefor:

"Reference Obligation" means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the applicable Final Terms and set forth on the relevant LPN Reference Obligations List (each a **"Markit Published LPN Reference Obligation"**), as published by Markit Group Limited, or any successor thereto, which list is as of the Trade Date available at <http://www.markit.com/marketing/services.php>, any Additional LPN determined in accordance with sub-paragraph (e) below, and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in the Credit Linked W&C Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be Not Applicable. The proviso in the definition of "Original Non-Standard Reference Obligation" shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in the Credit Linked W&C Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation", and all other provisions of the Credit Linked W&C Conditions shall be construed accordingly.

The provisions set forth in the definitions of "Substitute Reference Obligation" and "Substitution Event" shall not be applicable to LPN Reference Obligations; and

- (e) the following additional definitions shall apply:

"Additional LPN" means any bond issued in the form of a loan participation note (a **"LPN"**) by an entity (the **"LPN Issuer"**) for the sole purpose of providing funds for the LPN Issuer to (a) finance a loan to the Reference Entity (the **"Underlying Loan"**) or (b) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **"Underlying Finance Instrument"**), provided that (i) either (x) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity or (y) in the event that there is an Underlying Finance Instrument with respect to such

LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

"Additional Obligation" means each of the obligations listed as an Additional Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date, which list is currently available at <http://www.markit.com/marketing/services.php>.

"First Ranking Interest" means a charge, security interest (or other type of interest having similar effect) (an **"Interest"**), which is expressed as being "first ranking", "first priority", or similar (**"First Ranking"**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any related insolvency jurisdiction of the LPN Issuer).

"LPN Reference Obligation" means each Reference Obligation other than any Additional Obligation.

For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation constituting a Reference Obligation.

Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked W&C Conditions each such loan shall be an Underlying Loan.

16. **Deliverable Obligations Portfolio Valuation**

If Credit Linked W&C Condition 16 is specified as applicable in the applicable Final Terms:

- (a) notwithstanding anything to the contrary in the Credit Linked W&C Conditions, "Reference Obligation" shall mean:
 - (i) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in sub-paragraph (A) (Method for Determining "Deliverable Obligations") in the definition of "Deliverable Obligation" above;
 - (ii) each Benchmark Obligation specified in the applicable Final Terms; and
 - (iii) any Substitute Benchmark Obligation,

as selected by the Calculation Agent in its sole and absolute discretion and notified to the Issuer (a **"Reference Obligation Notification"**) on or prior to the relevant Valuation Date.

In each case the Reference Obligation Notification shall describe the selected Reference Obligation in reasonable detail and shall specify the title or designation, maturity date and coupon rate. The Calculation Agent may at any time after delivering a Reference Obligation Notification but prior to the Valuation Time on the Valuation Date deliver a further Reference Obligation Notification which shall replace all prior Reference Obligation Notifications in relation to any additional or replacement Reference Obligation specified therein.

For the avoidance of doubt the Calculation Agent shall be entitled to select any of the Reference Obligations for the purposes of calculating the Final Price irrespective of their

market value and, provided that (in the case of Credit Linked W&C Condition 16(a)(i) only) the selected obligation(s) satisfy the Deliverable Obligation Category and Deliverable Obligation Characteristics on the date of selection, such obligation(s) may constitute the Reference Obligation for the purposes hereof notwithstanding that this is not the case subsequent to such date. For the avoidance of doubt, the Deliverable Obligation Category and Deliverable Obligation Characteristics shall not apply in respect of any Benchmark Obligation or Substitute Benchmark Obligation.

- (b) The definition of "Substitute Reference Obligation" in Credit Linked W&C Condition 2 shall be amended so that each reference to "Substitute Reference Obligation" and "Non-Standard Reference Obligation" is replaced by reference to a "Substitute Benchmark Obligation" and a "Benchmark Obligation" respectively, provided that once a Benchmark Obligation has been specified as a Reference Obligation the definition of "Substitute Reference Obligation" shall not apply with respect to such Benchmark Obligation.
- (c) Sub-paragraph (b)(i) of "Method for Determining Obligations" in the definition of "Obligation" in Credit Linked W&C Condition 2 shall be deleted and the following substituted therefor:

"Not Subordinated" means an obligation that is not Subordinated to (i) the most senior Benchmark Obligation in priority of payment or (ii) if no Benchmark Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity. For purposes of determining whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Benchmark Obligation shall be determined as of the later of (A) the Trade Date specified in the applicable Final Terms and (B) the date on which such Benchmark Obligation was issued or incurred and shall not reflect any change to such ranking in priority of payment after such later date.
- (d) For purposes of the Credit Linked W&C Conditions:
 - (i) each reference in the Credit Linked W&C Conditions to "a Deliverable Obligation" and "the Deliverable Obligation" shall be deemed to be a reference to "a Reference Obligation" and "the Reference Obligation" respectively; and
 - (ii) each reference in the Credit Linked W&C Conditions to "a Delivery Date" and "the Delivery Date" shall be deemed to be a reference to the date of selection of the relevant Reference Obligation.
- (e) For the avoidance of doubt, if Credit Linked W&C Condition 16 is specified as applicable in the applicable Final Terms Credit Linked W&C Condition 5 is not applicable and the Instruments shall, following the occurrence of an Event Determination Date, be settled in accordance with Credit Linked W&C Condition 4, and these Credit Linked W&C Conditions shall be construed accordingly.
- (f) If the Calculation Agent selects more than one Reference Obligation, such Reference Obligations shall have an Outstanding Principal Balance or Due and Payable Amount (or the equivalent Currency Amount of any such amount) that, in aggregate, shall not exceed the Reference Entity Notional Amount in respect of the relevant Reference Entity.
- (g) With respect to a Reference Entity and the related Final Price Calculation Date, the "Final Price" shall be the weighted average of the Final Prices determined for each Reference Obligation in respect of the relevant Reference Entity, weighted by reference to the Reference Portfolio of each such Reference Obligation.
- (h) For the purposes of Credit Linked W&C Condition 16(a)(ii), Benchmark Obligation means each Reference Obligation specified in respect of the relevant Reference Entity, unless otherwise specified in the applicable Final Terms.

17. Nth-to-Default Instruments

Where the Instruments are Nth-to-Default Instruments:

- (a) where a succession has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which an Event Determination Date has occurred) and more than one Successor has been identified, the applicable Instruments will be equally divided into a number of notional Credit Linked Warrants or Credit Linked Certificate, as applicable, as there are Successors. Each such notional Credit Linked Warrants or Credit Linked Certificates, as applicable, shall include a Successor and each and every one of the Reference Entities unaffected by such succession shall apply thereto;
- (b) if "Substitution" is specified as not being applicable in the applicable Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to a succession) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a succession, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and
- (c) if "Substitution" is specified as being applicable in the applicable Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to a succession) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a succession:
 - (i) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
 - (ii) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

18. **Provisions taken from the CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014)**

If Credit Linked W&C Condition 18 is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the Credit Linked W&C Conditions, the following provisions will apply:

- (a) The following additional definitions shall apply:

"CoCo Provision" means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

"CoCo Supplement" means the CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014).

"Trigger Percentage" means the trigger percentage specified in the applicable Final Terms (or if no such trigger percentage is specified, 5.25 per cent.).

"Capital Ratio" means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

- (b) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes under the Credit Linked W&C Conditions.
- (c) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention falling within sub-paragraph (a) of the definition thereof.

19. **Provisions taken from the 2014 Sovereign No Asset Package Delivery Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 September 2014)**

If Credit Linked W&C Condition 19 is specified as applicable in respect of a Reference Entity in the applicable Final Terms, the following provision shall apply in respect of such Reference Entity for purposes of the Instruments and the Credit Linked W&C Conditions:

The last paragraph of the definition of "Asset Package Credit Event" is hereby amended by the addition of the following at the end thereof: "Notwithstanding the above, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA and accordingly, Asset Package Delivery shall not apply thereto)."

20. Provisions taken from the ISDA Supplement titled "2020 Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations" (published on 16 September 2020)

If Credit Linked W&C Condition 20 is specified as applicable in the applicable Final Terms, the following provisions shall apply:

- (a) Notwithstanding the definition of "Obligation", any obligation that is a Bond that was issued on or prior to August 31, 2020 shall be an "Excluded Obligation"; and
- (b) Notwithstanding the definition of "Deliverable Obligation", any obligation that is a Bond that was issued on or prior to August 31, 2020 shall be an "Excluded Deliverable Obligation".

21. Physical Settlement Matrix

Where a Transaction Type is specified in the applicable Final Terms in respect of any Reference Entity, then the provisions of such Final Terms shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in such Final Terms. Certain additional provisions or supplements may be deemed to apply to the Credit Linked W&C Conditions in respect of a Reference Entity if those provisions or supplements are specified as being applicable for the relevant Reference Entity in the Credit Derivatives Physical Settlement Matrix and the provisions of the Credit Linked W&C Conditions shall be construed as if those additional provisions or supplements had been included in the Credit Linked W&C Conditions with such amendments as the Calculation Agent deems necessary to give effect to those provisions.

22. Notices to Holders

The Issuer shall, upon receiving any of the following notices from the Calculation Agent, as soon as practicable forward a copy of such notice(s) to the Holders of the relevant Instruments:

- (a) an Extension Notice;
- (b) a Cancellation Notice;
- (c) a Credit Event Notice;
- (d) a Notice of Publicly Available Information;
- (e) a Settlement Notice;
- (f) a Reference Obligation Only Redemption Notice;
- (g) a determination by the Calculation Agent of a Successor or a Sovereign Succession Event (including any Successor Notice);
- (h) a Notice of Physical Settlement;
- (i) a NOPS Amendment Notice;
- (j) a Partial Cash Settlement Notice;

- (k) any notification by the Calculation Agent to the Issuer that the Physical Settlement Period shall be less than ten Business Days;
- (l) a Notice to Exercise Movement Option;
- (m) a Postponement Notice;
- (n) a Repudiation/Moratorium Extension Notice; and
- (o) (where "Calculation Agent Determination" is specified as being applicable in the applicable Final Terms) any notification from the Calculation Agent that it will apply a DC Resolution for the purposes of the relevant Instruments.

23. Calculation Agent

Any determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked W&C Conditions and related provisions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders and shall be without liability on the part of the Calculation Agent and without the Calculation Agent being obliged to consider the interests of the Issuer, the Guarantor or the Holders. In performing its duties pursuant to the Credit Linked W&C Conditions, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked W&C Conditions including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer and the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

For the avoidance of doubt, if the applicable Final Terms specify that "Calculation Agent Determination" is applicable, then notwithstanding any provision in these Credit Linked W&C Conditions, the Issuer and the Calculation Agent shall not be bound to (although they may in their sole discretion) apply any DC Resolution to the Instruments and unless the Calculation Agent notifies the Issuer that any DC Resolution shall apply to the Instruments, the Credit Linked W&C Conditions and the relevant Instruments shall be construed as if the relevant DC Resolution and the relevant DC Question was not made. If the Calculation Agent notifies the Issuer that any DC Resolution shall apply to the Instruments, the Calculation Agent shall have the power to amend or otherwise adjust any provision of these Credit Linked W&C Conditions (including, without limitation any provision relating to the timing of notices hereunder) to account for the application of such DC Resolution.

24. Change in Market Convention

The Calculation Agent may (but shall not be obliged to), without obtaining the consent of or consulting with the Holders or any other person, from time to time and at any time in its sole and absolute discretion and in good faith, amend any provision of these Credit Linked W&C Conditions or the Instruments:

- (a) (including but not limited to the applicable Transaction Type, Credit Events, Deliverable Obligation Category, and Deliverable Obligation Characteristics and deliverability, Reference Obligation, Successor and other provisions) to correspond with the most recently published ISDA Credit Derivatives Definitions, ISDA Credit Derivatives Physical Settlement Matrix version, SRO List and/or prevailing trading standards applicable to a Reference Entity;
- (b) to incorporate and/or reflect further or alternative documents from time to time published by ISDA with respect to credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent determines in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions; and/or

- (c) in circumstances where a Reference Entity has proposed an exchange of all or substantially all of the obligations of such Reference Entity into cash, securities and/or other assets, to reflect or account for such exchange, regardless of the credit derivatives definitions or trading standards applicable to such Reference Entity.

The applicable Final Terms may be amended and/or restated from time to time to reflect any such amendments without the consent of the Holders, and the Holders are deemed to agree to this provision by the purchase or acquisition of the Instruments.

25. Additional Provisions

- (a) If one or more amendments or adjustments to these Credit Linked W&C Conditions are required for one or more Series of credit linked Instruments, including any issue of Nth-to-Default Instruments or leveraged credit linked instruments, the applicable Final Terms shall set out such amendments or adjustments to these Credit Linked W&C Conditions that are necessary in order to take account of the nature of such instruments and these Credit Linked W&C Conditions shall be construed accordingly.
- (b) Any term defined or described in these Credit Linked W&C Conditions or the applicable Final Terms includes where that term is incorporated or included by reference to another document including (without limitation) where the applicability or otherwise of any particular provision is determined by reference to the Credit Derivatives Physical Settlement Matrix.
- (c) Subject to sub-paragraph (d) below, in order to determine the day on which an event occurs for purposes of these Credit Linked W&C Conditions, the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.
- (d) Notwithstanding the definition of "Credit Event Notice" and sub-paragraph (c) above, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

26. Additional Disruption Events

- (a) Following the determination by the Calculation Agent that an Additional Disruption Event has occurred, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) in the case of Credit Linked Warrants, give notice to Holders in accordance with W&C Instruments Condition 12 and cancel the Credit Linked Warrants. If the Credit Linked Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Credit Linked Warrant held by him, which amount shall be the fair market value of a Credit Linked Warrant, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12; or

- (iii) in the case of Credit Linked Certificates, give notice to Holders in accordance with W&C Instruments Condition 12 and cancel the Credit Linked Certificates. If the Credit Linked Certificates are so cancelled, the Issuer will pay an amount to each Holder in respect of each Credit Linked Certificate held by him, which amount shall be the fair market value of a Credit Linked Certificate, taking into account the Additional Disruption Event less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with W&C Instruments Condition 12 stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.
- (c) For these purposes:

"Additional Disruption Event" means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified in the applicable Final Terms.

"Change in Law" means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant asset, hedge or related trading position or (B) the Issuer and/or any of its Affiliates or agents will incur a materially increased cost in performing the obligations of the Issuer in relation to the Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity, price, credit or other risk of the Issuer issuing and performing its obligations with respect to the Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity, price, credit or other risk of the Issuer issuing and performing its obligations with respect to the Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

ANNEX 10

ADDITIONAL TERMS AND CONDITIONS FOR PHYSICAL DELIVERY NOTES

1. **Interpretation**

The following provisions (the "**Physical Delivery Note Conditions**") apply to Notes specified as being Physical Delivery Notes in the applicable Final Terms or where Physical Delivery is specified in the applicable Final Terms. Physical delivery of an Entitlement shall be in accordance with usual market practice for delivery of such Entitlement and the applicable rules and procedures of the relevant Clearing System. The applicable Final Terms may set forth further conditions for Physical Delivery Notes. For the avoidance of doubt, BofA Finance Notes may not be settled by physical delivery.

References in the Physical Delivery Note Conditions to "delivery", "delivered" and "deliver" shall in the context of the delivery of the Entitlement in respect of Credit Linked Notes be deemed to be references to "Delivery", "Delivered" and "Deliver" as such terms are defined and construed in the Credit Linked Note Conditions.

2. **Delivery of Entitlement and Asset Transfer Notices**

In order to obtain delivery of the Entitlement(s) in respect of any Note:

- (a) if such Note is represented by a Global Note, the relevant Holder must deliver to the relevant Clearing System, with a copy to the Principal Paying Agent or U.S. Paying Agent, as applicable, and the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice substantially in the form set out in the English Law Agency Agreement or New York Law Agency Agreement, as applicable (each, an "**Asset Transfer Notice**"). Such Asset Transfer Notice may be in electronic form or in such other manner as is acceptable to the relevant Clearing System, provided that the relevant Holder will provide a positive confirmation to the relevant Clearing System that it makes all the required certifications, representations, undertakings and authorisations, together with the provision of the required specifications in the Asset Transfer Notice, as set out in this Physical Delivery Note Condition 2; or
- (b) if such Note is in definitive form, the relevant Holder must deliver to any Paying Agent, with a copy to the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (a) if such Note is represented by a Global Note, in such manner as is acceptable to the relevant Clearing System, or (b) if such Note is in definitive form in writing or such other form acceptable to the Principal Paying Agent or U.S. Paying Agent, as applicable.

If such Note is in definitive form, such Note must be delivered together with the duly completed Asset Transfer Notice.

The Issuer shall at the risk of the relevant Holder deliver the Entitlement in respect of each Note or, in the case of Credit Linked Notes, Deliver the Deliverable Obligations comprising the Entitlement in such commercially reasonable manner as the Issuer shall, in its sole discretion, determine to be appropriate for such delivery.

All expenses including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities, transfer and/or other taxes or duties (together "**Expenses**") arising from the redemption of the Notes and the delivery of any Entitlement shall be for the account of the relevant Holder and no

delivery and/or transfer of any Entitlement shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Holder.

An Asset Transfer Notice must:

- (a) specify the name, address and contact telephone number of the relevant Holder and the person from whom the Issuer may obtain details for the delivery of the Entitlement if such delivery is to be made otherwise than in the manner specified in the applicable Final Terms;
- (b) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Holder's account at the relevant Clearing System, to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System, to debit the relevant Holder's account with such Notes on or before the Maturity Delivery Date (as defined below) or, in the case of Credit Linked Notes, the Credit Settlement Date;
- (c) include an undertaking to pay all Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Holder at the relevant Clearing System, in respect thereof and to pay such Expenses;
- (d) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and number of the Holder's account to be credited with any cash payable by the Issuer, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement, as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amounts;
- (e) in the case of Notes that are sold outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act, certify that the beneficial owner of each Note is not a U.S. person (as defined by Regulation S under the Securities Act); the Note is not being redeemed within the United States or on behalf of a U.S. person; and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof, provided that, in the case of Notes issued by BAC, such certification as to no beneficial ownership by a U.S. person will only be required for any Asset Transfer Notice delivered prior to the fortieth day after the completion of the distribution of the relevant Tranche;
- (f) in the case of MLBV Notes that are sold within the United States or to, or for the account or benefit of, U.S. persons, certify that the beneficial owner of each MLBV Note is a qualified institutional buyer (a "**QIB**") as defined in Rule 144A under the Securities Act ("**Rule 144A**") who is also a qualified purchaser (a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the 1940 Act and the rules thereunder and who has executed an Investor Representation Letter and is otherwise in compliance with Rule 144A; and
- (g) authorise the production of such Asset Transfer Notice in any applicable administrative or legal proceedings.

The Asset Transfer Notice may contain certain additional representations and certifications with respect to the Entitlement and/or the beneficial owner of each Note. No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent as provided above. After delivery of an Asset Transfer Notice, the relevant Holder may not transfer the Notes which are the subject of such notice.

In the case of Notes represented by a Global Note, upon receipt of such notice, the relevant Clearing System, shall verify that the person specified therein as the Holder is the holder of the specified nominal amount of Notes according to its books.

Subject thereto, the relevant Clearing System, will confirm to the Principal Paying Agent or the U.S. Paying Agent, as applicable, the Series number and number of Notes the subject of such notice, the relevant account details (if applicable) and the details for the delivery of the Entitlement in respect of each such Note. Upon receipt of such confirmation, the Principal Paying Agent or the U.S. Paying Agent, as applicable, will inform the Issuer thereof. The relevant Clearing System, will on or before the Maturity Delivery Date or Credit Settlement Date, as the case may be, debit the securities account of the relevant Holder with the Notes the subject of the relevant Asset Transfer Notice.

Failure to properly complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in the Physical Delivery Note Conditions shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System, after consultation with the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer and shall be conclusive and binding on the Issuer, (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor and the relevant Holder or in the case of Notes in definitive form, by the relevant Paying Agent after consultation with the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer and shall be conclusive and binding on the Issuer, the Guarantor (if applicable) and the relevant Holder.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of the relevant Clearing System, or the relevant Paying Agent, in each case in consultation with the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

The relevant Clearing System or the relevant Paying Agent, as applicable, shall use its best efforts promptly to notify the Holder submitting an Asset Transfer Notice if, in consultation with the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer, it has determined that such Asset Transfer Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor, the Paying Agents, the relevant Clearing System and the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

The Entitlement will be delivered at the risk of the relevant Holder, in the manner provided above on the Maturity Date (such date, subject to adjustment in accordance with these Physical Delivery Note Conditions, the "**Maturity Delivery Date**") or, in the case of Credit Linked Notes, in the manner provided above on the Credit Settlement Date, provided that the Asset Transfer Notice is duly delivered to the relevant Clearing System or a Paying Agent, as the case may be, with a copy to the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer, as provided above, not later than the close of business in each place of receipt on the Cut-Off Date.

If an Asset Transfer Notice is delivered to the relevant Clearing System or a Paying Agent, as the case may be, with a copy to the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer, later than the close of business in each place of receipt on the Cut-Off Date, then the Entitlement will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Maturity Delivery Date) or, in the case of Credit Linked Notes, the Credit Settlement Date at the risk of such Holder in the manner provided above. Provided that if in respect of a Note an Asset Transfer Notice is not delivered to the relevant Clearing System or a Paying Agent, as the case may be, with a copy to the Principal Paying Agent or the U.S. Paying Agent, as applicable, and the Issuer, later than the close of business in each place of receipt on the 90th calendar day following the Cut-Off Date the Issuer's obligations in

respect of such Note and (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor's obligations in respect of the MLBV/MLICo. Guarantee in respect of such Note shall be discharged and no further liability in respect thereof shall attach to the Issuer or (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor. For the avoidance of doubt, in such circumstances such Holder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Maturity Delivery Date or the Credit Settlement Date, as the case may be, falling after the originally designated Maturity Delivery Date or Credit Settlement Date, as the case may be, and no liability in respect thereof shall attach to the Issuer or (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor.

Delivery of the Entitlement in respect of the Notes is subject to all applicable laws, regulations and practices in force on the Maturity Delivery Date or the Credit Settlement Date, as the case may be, and none of the Issuer, (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor and any of its Affiliates or agents and the Paying Agents shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor and any of its Affiliates or agents and the Paying Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of their duties in relation to the Notes.

For such period of time after the Maturity Delivery Date or Credit Settlement Date, as the case may be, as any person other than the relevant Holder shall continue to be the legal owner of the securities, obligations or Deliverable Obligations comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor nor any other such person shall (a) be under any obligation to deliver or procure delivery to the relevant Holder or any subsequent beneficial owner of such Note any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations or Deliverable Obligations, (b) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such securities, obligations or Deliverable Obligations during the Intervening Period or (c) be under any liability to the relevant Holder, or any subsequent beneficial owner of such Note in respect of any loss or damage which the relevant Holder, or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such securities, obligations or Deliverable Obligations during such Intervening Period.

Where the Entitlement comprises Shares, any dividend or other distribution in respect of such Entitlement will be payable to the party that would receive such dividend or other distribution according to market practice for a sale of the Share executed on the Maturity Delivery Date and to be delivered in the same manner as the Entitlement. Any such dividend or other distribution to be paid to a Holder shall be paid to the account specified in the relevant Asset Transfer Notice.

Except in the case of Credit Linked Notes, where the Entitlement is, in the determination of the Issuer, an amount other than an amount of Relevant Assets capable of being delivered, the Holders will receive an Entitlement comprising of the nearest number (rounded down) of Relevant Assets capable of being delivered by the Issuer (taking into account that a Holder's entire holding may be aggregated at the Issuer's discretion for the purpose of delivering the Entitlements), and in respect of the amount of Relevant Assets not capable of being delivered, an amount in the Specified Currency which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in its sole discretion from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate).

3. **Settlement Disruption Event**

The provisions of this Physical Delivery Note Condition 3 shall apply to Physical Delivery Notes other than Credit Linked Notes.

If, prior to the delivery of the Entitlement in accordance with these Physical Delivery Note Conditions, a Settlement Disruption Event is subsisting, then the Maturity Delivery Date in respect of such Note shall be postponed until the next Settlement Business Day on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Holder, in accordance with Note Condition 14. Such Holder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Entitlement pursuant to these Physical Delivery Note Conditions. Where delivery of the Entitlement has been postponed as provided in the Physical Delivery Note Conditions the Issuer shall not be in breach of these Conditions and no liability in respect thereof shall attach to the Issuer or (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor.

For so long as delivery of the Entitlement in respect of any Note is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Holder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election (the "**Election Notice**") is given to the Holders in accordance with Note Condition 14.

4. **Failure to Deliver due to Illiquidity**

The provisions of this Physical Delivery Note Condition 4 shall apply to Physical Delivery Notes other than Credit Linked Notes.

If Failure to Deliver due to Illiquidity is specified as applying in the applicable Final Terms and, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets comprising the Entitlement (the "**Affected Relevant Assets**"), where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a "**Failure to Deliver due to Illiquidity**"), then:

- (a) subject as provided elsewhere in the Physical Delivery Note Conditions and/or the applicable Final Terms, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Maturity Delivery Date in accordance with the Physical Delivery Note Conditions; and
- (b) in respect of any Affected Relevant Assets, notwithstanding any other provision hereof, the Issuer may elect in its sole discretion, in lieu of delivery of the Affected Relevant Assets, to pay to the relevant Holder the Failure to Deliver Settlement Price (as defined below) on the fifth Business Day following the date the Failure to Deliver Notice (as defined below) is given to the Holders in accordance with Note Condition 14. The Issuer shall give notice (such notice a "**Failure to Deliver Notice**") as soon as reasonably practicable to the Holders in accordance with Note Condition 14 that the provisions of this Physical Delivery Note Condition 4 apply.

5. **Option to Vary Settlement**

The provisions of this Physical Delivery Note Condition 5 shall apply to Physical Delivery Notes other than Credit Linked Notes.

If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Holders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Holders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Holders, as the case may be. Notification of such election will be given to Holders in accordance with Note Condition 14.

6. **Additional Provisions for Credit Linked Notes**

The provisions of this Physical Delivery Note Condition 6 shall apply to Credit Linked Notes.

In relation to each Deliverable Obligation constituting the Entitlement the Issuer or (in the case of Notes (other than Secured Notes) issued by MLBV) the Guarantor, as applicable, will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided in Physical Delivery Note Condition 2 on the Credit Settlement Date, provided that if all or some of the Deliverable Obligations included in the Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, on or before the 30th Business Day following the Credit Settlement Date (the **"Final Delivery Date"**), provided further that if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date, the provisions of Credit Linked Note Condition 9 shall apply.

7. Definitions

For the purposes of these Physical Delivery Note Conditions:

"Clearing System" means DTC, Euroclear and/or Clearstream, Luxembourg, as the context requires.

"Disruption Cash Settlement Price" means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the fair market value of such Notes (but not taking into account any interest accrued on such Note and paid pursuant to Note Condition 5 and Note Condition 6) on such day as shall be selected by the Issuer in its sole and absolute discretion provided that such day is not more than 15 calendar days before the date that the Election Notice is given as provided above less the cost to the Issuer and/or its Affiliates or agents of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent in its sole and absolute discretion.

"Entitlement" means, in relation to a Physical Delivery Note (other than a Credit Linked Note), the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Holder is entitled to receive on the Maturity Delivery Date in respect of each such Note following payment of the Expenses, which quantity will be rounded down as provided in Physical Delivery Note Condition 2, as determined by the Calculation Agent and includes any documents evidencing such Entitlement.

"Failure to Deliver Settlement Price" means, in respect of each nominal amount of the Notes equal to the Calculation Amount, the fair market value of the Affected Relevant Assets in respect of such Notes on the fifth Business Day prior to the date on which the Failure to Deliver Notice is given as provided above, less the cost to the Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent in its sole and absolute discretion.

"Settlement Disruption Event" means an event beyond the control of the Issuer or (in the case of Notes (other than Secured Notes) issued by MLBV), if applicable, the Guarantor, as a result of which, in the opinion of the Calculation Agent or, if applicable, the Guarantor, delivery of the Entitlement by or on behalf of the Issuer or the Guarantor, as the case may be, in accordance with the Physical Delivery Note Conditions and/or the applicable Final Terms is not practicable.

ANNEX 11A

ADDITIONAL TERMS AND CONDITIONS FOR RULE 144A NOTES

1. **Interpretation**

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Notes represented by a Rule 144A Global Note or a Regulation S/Rule 144A Global Note shall comprise the terms and conditions of the Notes (the "**Notes Conditions**"), the Additional Terms and Conditions for Rule 144A Notes set out below (the "**Rule 144A Note Conditions**") and any other additional terms and conditions as may relate to the particular Series of Rule 144A Notes and specified as applicable in the applicable Final Terms, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (a) the Notes Conditions and (b) the Rule 144A Note Conditions, the Rule 144A Note Conditions shall prevail. In the event of any inconsistency between (a) the Notes Conditions and/or the Rule 144A Note Conditions and (b) the applicable Final Terms, the applicable Final Terms will prevail.

Any reference herein to Euroclear and/or Clearstream, Luxembourg or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Paying Agent from time to time and notified to the Holders in accordance with Notes Condition 14 (*Notices*).

Any reference in the Note Conditions to "Global Note" shall, whenever the context so permits, be deemed to include a reference to a Regulation S/Rule 144A Global Note or a Rule 144A Global Note.

2. **Form**

Notes in registered form may be offered and sold in private transactions exclusively in the United States or to, or for the account or benefit of, U.S. persons ("**Rule 144A Global Note**") in reliance on Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), only to persons who are "qualified institutional buyers" (as defined in Rule 144A) ("QIBs") and who are also each a "qualified purchaser" (each a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and the rules thereunder, and who, as a condition to purchasing such Notes will enter into and remain in compliance with an Investor Representation Letter for the benefit of the Dealer, the Issuer and the Guarantor (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, Issuer or Guarantor) in which they represent and agree, among other things, to purchase such Notes for their own account and not with a view to the distribution thereof (each letter, for the benefit of such parties, an "**Investor Representation Letter**"). If specified in the applicable Final Terms, Notes in registered form may be offered and sold concurrently (a) in the United States or to, or for the account or benefit of, U.S. persons, in each case in reliance on Rule 144A to persons who are QIBs and who are also each a QP, and who, as a condition to purchasing the Notes will enter into and remain in compliance with an Investor Representation Letter and (b) outside the United States to non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act ("**Regulation S/Rule 144A Global Note**").

Interests in a Rule 144A Global Note or a Regulation S/Rule 144A Global Note will be exchangeable, in whole but not in part, for Notes in definitive registered form ("**Definitive Registered Notes**") only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) in the case of Notes represented by a Rule 144A Global Note held through DTC, either DTC has notified the Issuer that it is unwilling or unable to continue as a depository for that Rule 144A Global Note held through DTC and no alternative clearing system is available, or DTC has ceased to be a "clearing agency" registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available, (b) in the case of Notes registered in the name of a nominee of the Common Depositary, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done

so and, in any such case, no successor clearing system is available or (c) the Issuer or (if applicable) the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with Notes Condition 14 (*Notices*). In the event that Definitive Registered Notes are issued in exchange for interests in a Global Note, such Definitive Registered Notes shall bear, and be subject to, the relevant legend described in the Offering Circular under "Notice to Purchasers and Holders of Instruments and Transfer Restrictions."

3. Definitions

For the purposes of these Rule 144A Note Conditions:

"Brussels Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in Brussels.

"Clearing System" means DTC, Euroclear and/or Clearstream, Luxembourg, as the context requires.

"Global Note" means a Rule 144A Global Note or Regulation S/Rule 144A Global Note.

"Luxembourg Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in Luxembourg.

"New York Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in New York City.

4. Title

In the case of Notes represented by a Rule 144A Global Note held through DTC, the Rule 144A Global Note will be registered in the name of Cede & Co., as nominee of DTC, and will be held by the U.S. Paying Agent as custodian for DTC. In the case of Notes represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg, such Notes will be registered in the name of a nominee for, and will be deposited with, the Common Depositary.

Subject to mandatory rules of law, title to Rule 144A Global Notes and Regulation S/Rule 144A Global Notes will pass by registration of the transfer in the Register maintained by the U.S. Paying Agent or the Registrar, as applicable, in accordance with the provisions of the English Law Agency Agreement. Beneficial ownership of interests in a Rule 144A Global Note or a Regulation S/Rule 144A Global Note will be determined in accordance with the rules and procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable.

Subject as set forth in this Rule 144A Note Condition 4, each person who is for the time being shown in the records of DTC as the holder of a particular number of Notes represented by a Rule 144A Global Note shall be treated by the Issuer, (if applicable) the Guarantor and any Paying Agent as the holder of such number of such Notes for all purposes (and the expressions **"Holder"** and **"holder of Notes"** and related expressions shall be construed accordingly). For as long as the Notes are represented by a Global Note held through Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular number of Notes (in which regard any certificate or other document issued by such Clearing System as to the number of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, (if applicable) the Guarantor or the Registrar and any relevant Paying Agent as the holder of such number of Notes for all purposes (and the expressions **"Holder"** and **"holder of Notes"** and related expressions shall be construed accordingly).

5. Transfers

- (a) Transfers of Notes represented by a Global Note may only be made in accordance with any applicable rules and regulations of the U.S. Paying Agent, DTC, Euroclear and/or Clearstream, Luxembourg, and the following provisions:
 - (i) any sales, transfers to or exchanges with a person who takes delivery in the form of Notes represented by a Regulation S/Rule 144A Global Note may only be made if such sale, transfer or exchange is being made either (x) if the transferor is a non-U.S. person, between or among non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act or (y) if the transferor is a U.S. person, by U.S. persons to or through the Issuer or the Dealer (I) in the United States to a QIB who is also a QP or (II) to, or for the account or benefit of, a U.S. person who is a QIB and who is also a QP, in either case of (I) or (II), who is acquiring such Notes in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter; or
 - (ii) any sales, transfers to or exchanges with a person who takes delivery in the form of Notes represented by a Rule 144A Global Note may only be made if such sale, transfer or exchange is being made to or through the Issuer or the Dealer (x) in the United States to a QIB who is also a QP or (y) to, or for the account or benefit of, a U.S. person who is a QIB and who is also a QP, in either case, who is acquiring such Notes in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter.
- (b) All transactions (which transactions shall include transfers of Notes represented by a Rule 144A Global Note or a Regulation S/Rule 144A Global Note, and transfers of Notes in definitive form) (a) to a person in the United States or (b) to, or for the account or benefit of, a U.S. person, in either case who is a QIB and also a QP and, who takes delivery of Notes represented by a Rule 144A Global Note or a Regulation S/Rule 144A Global Note in the open market or otherwise may only be effected to or through the Issuer or the Dealer, and shall only be effective if, as a condition to such transfer of the Notes, the transferee enters into and remains in compliance with an Investor Representation Letter (which must be duly executed and delivered by such proposed transferee or such transferee's attorney duly authorised in writing at least three New York Business Days prior to the date the transfer of such Notes is desired).
- (c) In the case of sales, transfers or exchanges of Global Notes, the Holder must send:
 - (i) (in the case of Notes represented by a Regulation S/Rule 144A Global Note or Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg) to Euroclear and/or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels Business Day or Luxembourg Business Day, as the case may be, prior to the date on which the sale, transfer or exchange is to take effect; and
 - (ii) (in the case of Notes represented by a Rule 144A Global Note held through DTC) to DTC a free of payment instruction at least two New York Business Days prior to the date on which the sale, transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the sale, transfer or exchange date, Euroclear or Clearstream, Luxembourg, or DTC, as the case may be, (a) will debit the account of its participant and (b) will instruct (i), in the case of sales, transfers to or exchanges with a person who takes delivery of Notes represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear and/or Clearstream, Luxembourg, the Principal Paying Agent to credit the relevant account of Euroclear or Clearstream, Luxembourg participant, as the case may be, or (ii) in the case of sales, transfers to or exchanges with a person who takes

delivery of Notes represented by a Rule 144A Global Note held through DTC, the U.S. Paying Agent to credit the relevant account of the DTC participant.

- (d) No beneficial owner of a Rule 144A Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable. A beneficial interest in a Rule 144A Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Notes in definitive form only (a) upon the occurrence of an Exchange Event, (b) in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be, and (c) in accordance with the terms and conditions specified in the English Law Agency Agreement. Transfers of a Rule 144A Global Note held through DTC shall be limited to transfers of such Rule 144A Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. For so long as the Notes are represented by a Regulation S/Rule 144A Global Note or a Rule 144A Global Note held through Euroclear or Clearstream, Luxembourg, all permitted transfers of such Notes must be effected through an account at Euroclear or Clearstream, Luxembourg.
- (e) Subject as provided in these Rule 144A Note Conditions, upon the terms and subject to the conditions set forth in the English Law Agency Agreement, a Note in definitive form may be transferred in whole or in part. In order to effect any such transfer, (i) the holder or holders must (A) surrender the Note for registration of the transfer of the Note (or the relevant part of the Note) at the specified office of the U.S. Paying Agent or the Principal Paying Agent, as applicable, with a form of transfer duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing and (B) complete and deposit such other certifications or evidence as may be required by the U.S. Paying Agent or the Principal Paying Agent, as applicable, the Issuer or (if applicable) the Guarantor and (ii) the U.S. Paying Agent or the Principal Paying Agent, as applicable, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, (if applicable) the Guarantor and the U.S. Paying Agent or the Principal Paying Agent, as applicable, may from time to time prescribe. Subject to the provisions above, the U.S. Paying Agent or the Principal Paying Agent, as applicable, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Paying Agent or the Principal Paying Agent, as applicable, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new certificate representing such Note in definitive form of the same aggregate amount of the Note (or the relevant part of the Note) transferred. In the case of the transfer of part only of a Note in definitive form, a new certificate representing such Note in definitive form in respect of the balance of the Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The U.S. Paying Agent or the Principal Paying Agent, as applicable, shall record such transfer, and make appropriate notations, in the Register to reflect such transfer.
- (f) Any attempted sale, transfer or exchange in which the proposed sale, transfer or exchange was not effected in accordance with the foregoing procedures shall not be valid or binding on the Issuer or (if applicable) the Guarantor. In addition, if any Paying Agent subsequently determines or is subsequently notified by the Issuer that (i) a sale, transfer or exchange, or attempted or purported sale, transfer or exchange, of any interest in a Note was consummated on the basis of an incorrect certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, (ii) the holder of any interest in a Note was in breach, at the time given, of any representation or agreement set forth in any Investor Representation Letter or any deemed representation or agreement of such holder, or (iii) a sale, transfer or exchange, or attempted sale, transfer or exchange, of any interest in a Note was consummated which did not comply with the transfer restrictions set forth in this Rule 144A Note Condition 5 the purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported

transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a holder thereof retroactively to the date of transfer of such interest by such holder or the Issuer may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above.

No further liability in respect thereof shall attach to the Issuer or (if applicable) the Guarantor.

6. **Repurchases**

Rule 144A Notes purchased by the Issuer, (if applicable) the Guarantor or any of their Affiliates pursuant to Notes Condition 7 (*Redemption, Repayment and Repurchase*) may only be held, or reissued or resold pursuant to Rule 144A or Regulation S, as applicable, or surrendered to the U.S. Paying Agent for cancellation.

7. **U.S. Paying Agent**

The Issuer and (if applicable) the Guarantor reserve the right at any time to vary or terminate the appointment of the U.S. Paying Agent and to appoint further or additional Paying Agents as provided in Notes Condition 13 (*Paying Agents, Registrar and Calculation Agent*), provided that, so long as any of the Notes are represented by a Rule 144A Global Note held through DTC, there shall be a U.S. Paying Agent.

8. **Notices**

For so long as the Notes are represented by a Rule 144A Global Note held through DTC, the references in Notes Condition 14 (*Notices*) to "Euroclear and/or Clearstream, Luxembourg" shall be replaced by "DTC".

ANNEX 11B

ADDITIONAL TERMS AND CONDITIONS FOR RULE 144A W&C INSTRUMENTS

1. **Interpretation**

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Instruments represented by a Rule 144A Global Warrant, a Rule 144A Global Certificate or a Regulation S/Rule 144A Global W&C Instrument shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**"), the Additional Terms and Conditions for Rule 144A W&C Instruments set out below (the "**Rule 144A W&C Instruments Conditions**") and any other additional terms and conditions as may relate to the particular Series of Rule 144A W&C Instruments and specified as applicable in the applicable Final Terms, in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (a) the W&C Instruments Conditions and (b) the Rule 144A W&C Instruments Conditions, the Rule 144A W&C Instruments Conditions shall prevail. In the event of any inconsistency between (a) the W&C Instruments Conditions and/or the Rule 144A W&C Instruments Conditions and (b) the applicable Final Terms, the applicable Final Terms will prevail.

Any reference herein to Euroclear and/or Clearstream, Luxembourg or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Instrument Agent from time to time and notified to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

Any reference in the W&C Instrument Conditions to (a) "Global Warrant" shall, whenever the context so permits, be deemed to include a reference to a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant and (b) "Global Certificate" shall, whenever the context permits, be deemed to include a reference to a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate.

2. **Form**

W&C Instruments in registered form may be offered and sold in private transactions exclusively in the United States or to, or for the account or benefit of, U.S. persons ("**Rule 144A Global W&C Instrument**") in reliance on Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), only to persons who are "qualified institutional buyers" (as defined in Rule 144A) ("**QIBs**") and who are also each a "qualified purchaser" (each a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and the rules thereunder, and who, as a condition to purchasing such W&C Instruments will enter into and remain in compliance with an Investor Representation Letter for the benefit of the Dealer, the Issuer and the Guarantor (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, Issuer or Guarantor) in which they represent and agree, among other things, to purchase such W&C Instruments for their own account and not with a view to the distribution thereof (each letter, for the benefit of such parties, an "**Investor Representation Letter**"). If specified in the applicable Final Terms, W&C Instruments in registered form may be offered and sold concurrently (a) in the United States or to, or for the account or benefit of, U.S. persons, in each case in reliance on Rule 144A to persons who are QIBs and who are also each a QP, and who, as a condition to purchasing the W&C Instruments will enter into and remain in compliance with an Investor Representation Letter and (b) outside the United States to non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act ("**Regulation S/Rule 144A Global W&C Instrument**").

Interests in a Rule 144A Global W&C Instrument or a Regulation S/Rule 144A Global W&C Instrument will be exchangeable, in whole but not in part, for W&C Instruments in definitive registered form ("**Definitive Registered W&C Instruments**") only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) in the case of W&C Instruments represented by a Rule 144A Global W&C Instrument held through DTC, either DTC has notified the Issuer that it is unwilling or unable to continue as a depository for that Rule 144A Global W&C Instrument held through DTC and no alternative clearing system is

available, or DTC has ceased to be a "clearing agency" registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available, (b) in the case of W&C Instruments registered in the name of a nominee of the Common Depositary, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (c) the Issuer or (if applicable) the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the W&C Instruments held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*). In the event that Definitive Registered W&C Instruments are issued in exchange for interests in a Global W&C Instrument, such Definitive Registered W&C Instruments shall bear, and be subject to, the relevant legend described in the Offering Circular under "Notice to Purchasers and Holders of Instruments and Transfer Restrictions".

3. Definitions

For the purposes of these Rule 144A W&C Instruments Conditions:

"Brussels Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in Brussels.

"Clearing System" means DTC, Euroclear and/or Clearstream, Luxembourg, as the context requires.

"Global W&C Instrument" means a Rule 144A Global W&C Instrument or Regulation S/Rule 144A Global W&C Instrument.

"Luxembourg Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in Luxembourg.

"New York Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business in New York City.

"Regulation S/Rule 144A Global Certificate" means a Certificate sold (a) pursuant to Rule 144A (i) to persons in the United States who are QIBs and QPs or (ii) to or for the account or benefit of U.S. persons who are QIBs and also QPs and (b) in either case, concurrently outside the United States to non-U.S. persons pursuant to Regulation S and represented by a global registered certificate deposited with, and registered in the name of a nominee for, the Common Depositary.

"Rule 144A Global Certificate" means a Certificate sold (a) to persons in the United States who are QIBs and QPs or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs and represented by a global registered certificate either (i) deposited with the U.S. Certificate Agent as a custodian for, and registered in the name of a nominee of, DTC; or (ii) deposited with, and registered in the name of a nominee of, the Common Depositary.

"Regulation S/Rule 144A Global Warrant" means a Warrant sold (a) pursuant to Rule 144A (i) to persons in the United States who are QIBs and QPs or (ii) to or for the account or benefit of U.S. persons who are QIBs and also QPs and (b) in either case, concurrently outside the United States to non-U.S. persons pursuant to Regulation S and represented by a global registered warrant deposited with, and registered in the name of a nominee for, the Common Depositary.

"Rule 144A Global Warrant" means a Warrant sold (a) to persons in the United States who are QIBs and QPs or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs and represented by a global registered warrant either (i) deposited with the U.S. Warrant Agent as a custodian for, and registered in the name of a nominee of, DTC; or (ii) deposited with, and registered in the name of a nominee of, the Common Depositary.

4. Title

In the case of W&C Instruments represented by a Rule 144A Global W&C Instrument held through DTC, the Rule 144A Global W&C Instrument will be registered in the name of Cede & Co., as nominee of DTC, and will be held by the U.S. Warrant Agent or the U.S. Certificate Agent, as the case may be, as custodian for DTC. In the case of W&C Instruments represented by a Regulation S/Rule 144A Global W&C Instrument or a Rule 144A Global W&C Instrument held through Euroclear or Clearstream, Luxembourg, such W&C Instruments will be registered in the name of a nominee for, and will be deposited with, the Common Depositary.

Subject to mandatory rules of law, title to Rule 144A Global W&C Instruments and Regulation S/Rule 144A Global W&C Instruments will pass by registration of the transfer in the Register maintained by the U.S. Warrant Agent, the U.S. Certificate Agent or the Registrar, as applicable, in accordance with the provisions of the English Law Agency Agreement. Beneficial ownership of interests in a Rule 144A Global W&C Instrument or a Regulation S/Rule 144A Global W&C Instrument will be determined in accordance with the rules and procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable.

Subject as set forth in this Rule 144A W&C Instruments Conditions 4, each person who is for the time being shown in the records of DTC as the holder of a particular number of W&C Instruments represented by a Rule 144A Global W&C Instrument shall be treated by the Issuer, (if applicable) the Guarantor and any W&C Instrument Agent as the holder of such number of such W&C Instruments for all purposes (and the expressions "**Holder**" and "**holder of W&C Instruments**" and related expressions shall be construed accordingly). For as long as the W&C Instruments are represented by a Global W&C Instrument held through Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular number of W&C Instruments (in which regard any certificate or other document issued by such Clearing System as to the number of W&C Instruments standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, (if applicable) the Guarantor or the Registrar and any relevant W&C Instrument Agent as the holder of such number of W&C Instruments for all purposes (and the expressions "**Holder**" and "**holder of W&C Instruments**" and related expressions shall be construed accordingly).

5. Transfers

- (a) Transfers of W&C Instruments represented by a Global W&C Instrument may only be made in accordance with any applicable rules and regulations of the U.S. Warrant Agent, the U.S. Certificate Agent, DTC, Euroclear and/or Clearstream, Luxembourg, and the following provisions:
 - (i) any sales, transfers to or exchanges with a person who takes delivery in the form of W&C Instruments represented by a Regulation S/Rule 144A Global W&C Instrument may only be made if such sale, transfer or exchange is being made either (x) if the transferor is a non-U.S. person, between or among non-U.S. persons in an offshore transaction pursuant to Regulation S under the Securities Act or (y) if the transferor is a U.S. person, by U.S. persons to or through the Issuer or the Dealer (I) in the United States to a QIB who is also a QP or (II) to, or for the account or benefit of, a U.S. person who is a QIB and who is also a QP, in either case of (I) or (II), who is acquiring such W&C Instruments in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter; or
 - (ii) any sales, transfers to or exchanges with a person who takes delivery in the form of W&C Instruments represented by a Rule 144A Global W&C Instrument may only be made if such sale, transfer or exchange is being made to or through the Issuer or the Dealer (x) in the United States to a QIB who is also a QP or (y) to, or for the account or benefit of, a U.S. person who is a QIB and who is also a QP, in either case, who is acquiring such W&C Instruments in a transaction meeting the requirements of Rule 144A, and who enters into and remains in compliance with an Investor Representation Letter.

- (b) All transactions (which transactions shall include transfers of W&C Instruments represented by a Rule 144A Global W&C Instrument or a Regulation S/Rule 144A Global W&C Instrument, and transfers of W&C Instruments in definitive form) (a) to a person in the United States or (b) to, or for the account or benefit of, a U.S. person, in either case who is a QIB and also a QP and, who takes delivery of W&C Instruments represented by a Rule 144A Global W&C Instrument or a Regulation S/Rule 144A Global W&C Instrument in the open market or otherwise may only be effected to or through the Issuer or the Dealer, and shall only be effective if, as a condition to such transfer of the W&C Instruments, the transferee enters into and remains in compliance with an Investor Representation Letter (which must be duly executed and delivered by such proposed transferee or such transferee's attorney duly authorised in writing at least three New York Business Days prior to the date the transfer of such W&C Instruments is desired).
- (c) In the case of sales, transfers or exchanges of Global W&C Instruments, the Holder must send:
 - (i) (in the case of W&C Instruments represented by a Regulation S/Rule 144A Global W&C Instrument or Rule 144A Global W&C Instrument held through Euroclear and/or Clearstream, Luxembourg) to Euroclear and/or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels Business Day or Luxembourg Business Day, as the case may be, prior to the date on which the sale, transfer or exchange is to take effect; and
 - (ii) (in the case of W&C Instruments represented by a Rule 144A Global W&C Instrument held through DTC) to DTC a free of payment instruction at least two New York Business Days prior to the date on which the sale, transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the sale, transfer or exchange date, Euroclear or Clearstream, Luxembourg, or DTC, as the case may be, (a) will debit the account of its participant and (b) will instruct (i), in the case of sales, transfers to or exchanges with a person who takes delivery of W&C Instruments represented by a Regulation S/Rule 144A Global W&C Instrument or a Rule 144A Global W&C Instrument held through Euroclear and/or Clearstream, Luxembourg, the Principal Instrument Agent to credit the relevant account of Euroclear or Clearstream, Luxembourg participant, as the case may be, or (ii) in the case of sales, transfers to or exchanges with a person who takes delivery of W&C Instruments represented by a Rule 144A Global W&C Instrument held through DTC, the U.S. Warrant Agent or U.S. Certificate Agent, as the case may be, to credit the relevant account of the DTC participant.

- (d) No beneficial owner of a Rule 144A Global W&C Instrument will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable. A beneficial interest in a Rule 144A Global W&C Instrument will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for W&C Instruments in definitive form only (a) upon the occurrence of an Exchange Event, (b) in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be, and (c) in accordance with the terms and conditions specified in the English Law Agency Agreement. Transfers of a Rule 144A Global W&C Instrument held through DTC shall be limited to transfers of such Rule 144A Global W&C Instrument, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. For so long as the W&C Instruments are represented by a Regulation S/Rule 144A Global W&C Instrument or a Rule 144A Global W&C Instrument held through Euroclear or Clearstream, Luxembourg, all permitted transfers of such W&C Instruments must be effected through an account at Euroclear or Clearstream, Luxembourg.

- (e) Subject as provided in these Rule 144A W&C Instruments Conditions, upon the terms and subject to the conditions set forth in the English Law Agency Agreement, a W&C Instrument in definitive form may be transferred in whole or in part. In order to effect any such transfer, (i) the holder or holders must (A) surrender the W&C Instrument for registration of the transfer of the W&C Instrument (or the relevant part of the W&C Instrument) at the specified office of the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, with a form of transfer duly completed and executed by the person shown as the registered holder on the Register, or its attorney duly authorised in writing and (B) complete and deposit such other certifications or evidence as may be required by the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, the Issuer or (if applicable) the Guarantor and (ii) the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, (if applicable) the Guarantor and the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, may from time to time prescribe. Subject to the provisions above, the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new certificate representing such W&C Instrument in definitive form of the same aggregate amount of the W&C Instrument (or the relevant part of the W&C Instrument) transferred. In the case of the transfer of part only of a W&C Instrument in definitive form, a new certificate representing such W&C Instrument in definitive form in respect of the balance of the W&C Instrument not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The U.S. Warrant Agent, the U.S. Certificate Agent or the Principal Instrument Agent, as applicable, shall record such transfer, and make appropriate notations, in the Register to reflect such transfer.
- (f) Any attempted sale, transfer or exchange in which the proposed sale, transfer or exchange was not effected in accordance with the foregoing procedures shall not be valid or binding on the Issuer or (if applicable) the Guarantor. In addition, if any W&C Instrument Agent subsequently determines or is subsequently notified by the Issuer that (i) a sale, transfer or exchange, or attempted or purported sale, transfer or exchange, of any interest in a W&C Instrument was consummated on the basis of an incorrect certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, (ii) the holder of any interest in a W&C Instrument was in breach, at the time given, of any representation or agreement set forth in any Investor Representation Letter or any deemed representation or agreement of such holder, or (iii) a sale, transfer or exchange, or attempted sale, transfer or exchange, of any interest in a W&C Instrument was consummated which did not comply with the transfer restrictions set forth in this Rule 144A W&C Instruments Condition 5 the purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a holder thereof retroactively to the date of transfer of such interest by such holder or the Issuer may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above.

6. Exercise Rights

(a) *American Style Warrants*

If Automatic Exercise is not specified in the applicable Final Terms, in the case of American Style Warrants represented by a Rule 144A Global Warrant held through DTC with respect to which no Exercise Notice has been delivered in the manner set out in

Rule 144A Warrant Condition 7 (*Exercise Procedure in respect of Warrants*), at or prior to 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Expiration Date, such American Style Warrant shall become void.

If Automatic Exercise is specified in the applicable Final Terms, in the case of American Style Warrants represented by a Rule 144A Global Warrant held through DTC in the event that:

- (i) no Exercise Notice has been delivered in the manner set out in Rule 144A Warrant Condition 7 (*Exercise Procedure in respect of Warrants*), at or prior to 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Expiration Date and
- (ii) it is, in the determination of the Calculation Agent, "In-The-Money",

such American Style Warrant shall be automatically exercised on the Expiration Date. Payment or delivery of the Entitlement is subject to the delivery of a duly completed Exercise Notice as set forth in Rule 144A Warrant Condition 8 (*Automatic Exercise in respect of Warrants*). In such event, the provisions of Rule 144A Warrant Condition 8 (*Automatic Exercise in respect of Warrants*) shall apply.

In the case of American Style Warrants represented by a Rule 144A Global Warrant held through DTC, (a) the Exercise Business Day immediately succeeding the New York Business Day on which an Exercise Notice is received prior to 5.00 p.m., New York City time, by the U.S. Warrant Agent and a copy thereof is delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent, or (b) if Automatic Exercise is specified in the applicable Final Terms and the Warrants are automatically exercised on the Expiration Date as provided above, such Expiration Date is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is received by the U.S. Warrant Agent, or if a copy thereof is delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent after 5.00 p.m., New York City time, on any New York Business Day, such Exercise Notice will be deemed to have been given on the next New York Business Day and the Exercise Business Day immediately succeeding such next New York Business Day shall be deemed to be the Actual Exercise Date; provided that any such Warrants in respect of which no Exercise Notice has been delivered in the manner set out in Rule 144A Warrant Condition 7 (*Exercise Procedure in respect of Warrants*), at or prior to 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Expiration Date shall (i) if Automatic Exercise is not specified in the applicable Final Terms, become void or (ii), if Automatic Exercise is specified in the applicable Final Terms, be automatically exercised or expire on the Expiration Date as provided above and in Rule 144A Warrant Condition 8 (*Automatic Exercise in respect of Warrants*).

In the case of American Style Warrants represented by a Rule 144A Warrant held through Euroclear or Clearstream, Luxembourg or a Regulation S/Rule 144 Warrant, the provisions of W&C Instruments Condition 24 (*Exercise Rights (Warrants)*) shall apply.

(b) *European Style Warrants*

If Automatic Exercise is not specified in the applicable Final Terms, in the case of European Style Warrants represented by a Rule 144A Global Warrant held through DTC with respect to which no Exercise Notice has been delivered in the manner set out in Rule 144A Warrant Condition 7 (*Exercise Procedure in respect of Warrants*), at or prior to 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Actual Exercise Date, such European Style Warrant shall become void.

If Automatic Exercise is specified in the applicable Final Terms, in the case of European Style Warrants represented by a Rule 144A Global Warrant held through DTC with respect to which no Exercise Notice has been delivered in the manner set out in Rule 144A Warrant Condition 7 (*Exercise Procedure in respect of Warrants*), at or prior to

5.00 p.m., New York City time, on the New York Business Day immediately preceding the Actual Exercise Date and which is, in the determination of the Calculation Agent "In-The-Money", such European Style Warrants shall be automatically exercised on the Actual Exercise Date and the provisions of Rule 144A Warrant Condition 8 (*Automatic Exercise in respect of Warrants*) shall apply.

The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Actual Exercise Date in accordance with this provision.

In the case of European Style Warrants represented by a Rule 144A Global Warrant held through Euroclear or Clearstream, Luxembourg or a Regulation S/Rule 144A Warrant, the provisions of W&C Instruments Condition 24 (*Exercise Rights (Warrants)*) shall apply.

(c) *Certificates*

Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate shall be exercised automatically on the Actual Exercise Date in accordance with W&C Instruments Condition 31(A) (*Certificates other than Credit Linked Certificates*) (other than Credit Linked Certificates which shall be exercisable in accordance with W&C Instruments Condition 31(B) (*Credit Linked Certificates*)).

In the case of Rule 144A Certificates held through DTC, the exercise procedures shall be in accordance with the applicable rules and procedures of DTC and as may otherwise be set forth in the applicable Final Terms.

(d) *Cash Settlement*

In the case of Rule 144A Warrants or Rule 144A Certificates which are Cash Settled Warrants or Cash Settled Certificates, each such Warrant, Certificate or, if Units are specified in the applicable Final Terms, each Unit, entitles its holder, upon due exercise to receive from the Issuer on the Settlement Date the Cash Settlement Amount.

In the case of Rule 144A Global Warrants or Rule 144A Certificates held through DTC which are Cash Settled Warrants or Cash Settled Certificates, the Issuer, through the Principal Warrant Agent or Principal Certificate Agent, as applicable, shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant, Certificate or Unit, as the case may be, to the designated account at the U.S. Warrant Agent or U.S. Certificate Agent, as applicable (or at such other account or bank as may be specified by the U.S. Warrant Agent or U.S. Certificate Agent, as applicable). In such case, as promptly as practicable thereafter, and provided that the U.S. Warrant Agent or U.S. Certificate Agent, as applicable, is satisfied that delivery to it of funds sufficient to pay the Cash Settlement Amount will be made, the U.S. Warrant Agent or U.S. Certificate Agent, as applicable, will cause the Cash Settlement Amount to be credited to the Holder's account with the U.S. Warrant Agent or U.S. Certificate Agent, as applicable, less any Expenses.

(e) *Physical Settlement*

In the case of Rule 144A Warrants or Rule 144A Certificates which are Physical Delivery Warrants or Physical Delivery Certificates, as applicable, upon the exercise or deemed exercise of a Rule 144A Warrant or a Rule 144A Certificate by a Holder, and, subject to certification as to QIB and QP beneficial ownership, the Issuer shall transfer or procure the transfer on the Settlement Date of the Entitlement in respect of each Rule 144A Warrant or Rule 144A Certificate, as applicable, so exercised, subject to payment by the Holder to or to the order of the Issuer on or before the Settlement Date of the Exercise Price, if any, and any other Expenses or sums payable. For the avoidance of doubt, delivery of the Entitlement shall take place only after the Expenses (if any) have been paid by such Holder to or to the order of the Issuer. No Rule 144A Warrant or Rule 144A Certificate, as applicable, shall confer on a Holder any right to acquire the Entitlement

and the Issuer is not obliged to purchase or hold the Entitlement. The delivery of the Entitlement shall be made (i) if practicable and in respect of the account of the Holder, (ii) in the manner specified in the relevant Final Terms or (iii) in such other commercially reasonable manner as the Issuer shall determine to be appropriate for such delivery and will, where appropriate and if practicable, notify the Holders in accordance with W&C Instruments Condition 12 (*Notices*). By purchasing or exercising a Rule 144A Warrant or a Rule 144A Certificate, as applicable, which is a Physical Delivery Warrant or Physical Delivery Certificate, as applicable, the relevant Holder shall be deemed to have agreed to such form of settlement as provided herein and as set forth in the rules and procedures of the relevant Clearing System.

The obligation of the Issuer to deliver any Entitlement is limited to such Entitlement having the characteristics and in the form that allows delivery via the relevant Clearing System and, in the case of Shares or Fund Shares (as the case may be), does not include registration of the Holder in the share register or in the list of shareholders, and none of the Issuer, (if applicable) the Guarantor, the Calculation Agent or any other person shall have any liability for any such failure of (or delay in) registration.

Following exercise of a Rule 144A Warrant or Rule 144A Certificate, as applicable, which is subject to Physical Settlement, all dividends, if any, on the relevant Entitlement to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Entitlement executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Entitlement. Any such dividends to be paid to a Holder will be paid to the account specified by the Holder in the relevant Exercise Notice.

Unless otherwise specified in the Final Terms, Rule 144A Warrants or Rule 144A Certificates, as applicable, exercised at the same time will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Rule 144A Warrants or Rule 144A Certificates, as applicable, provided that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Holder.

If the relevant Holder fails to provide the required representations and certifications in the relevant Exercise Notice as of the relevant Cut-Off Date, the Issuer may, instead of delivering, or having delivered on its behalf, the Entitlement, satisfy its obligations in respect of the relevant Rule 144A Warrant or Rule 144A Certificate, as applicable, by payment to the relevant Holder of a cash amount, calculated by the Calculation Agent in good faith and in a commercially reasonable manner to represent the fair market value of the Entitlement on such day as shall be selected by the Issuer in good faith and in a commercially reasonable manner adjusted to take account fully for any losses, expenses and costs to the Issuer and/or any affiliate of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including, but not limited to, any options or selling or otherwise realising any Relevant Asset or other relevant instruments or assets of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements.)

7. Exercise Procedure in respect of Warrants

(a) *Warrants represented by a Rule 144A Global Warrant held through DTC*

Warrants represented by a Rule 144A Global Warrant held through DTC may only be exercised by delivery through computerised exercise instruction through DTC (via its "Deposit and Withdrawal at Custodian" or "DWAC" function) of a duly completed Exercise Notice in the form set out in the English Law Agency Agreement (copies of which form may be obtained from the W&C Instrument Agents) to the U.S. Warrant Agent with a copy to the Principal Warrant Agent, Merrill Lynch International or BofA

Securities Europe SA, as the case may be, in accordance with the provisions set out in Rule 144A W&C Instrument Condition 6 (*Exercise Rights*) and this Rule 144A W&C Instrument Condition 7.

In the case of Warrants represented by a Rule 144A Global Warrant held through DTC, the Exercise Notice shall, unless otherwise agreed:

- (i) specify the Series of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) specify the designated account at DTC to be debited with the Warrants being exercised;
- (iii) irrevocably instruct DTC to exercise the Warrants debited to the account of the Holder and credited to the account of the U.S. Warrant Agent by means of DTC's DWAC function;
- (iv) specify the designated account at DTC to be credited with the Cash Settlement Amount (if any) for each Warrant being exercised;
- (v) include an irrevocable undertaking by the Holder to pay all Expenses and an instruction from the Holders to DTC to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit a specified account of the Holder at DTC with an amount or amounts in respect thereof;
- (vi) in the case of FX Linked Warrants only, and only if so required by DTC, specify the number of the Holder's account at DTC of the relevant Settlement Currency to be credited with the amount due upon exercise of the Warrants;
- (vii) include a certification that each beneficial owner is a QIB and a QP; and
- (viii) authorise the production of such Exercise Notice in applicable administrative or legal proceedings,

all as provided in the English Law Agency Agreement.

In addition, if the relevant Final Terms specify Physical Settlement is applicable, the Exercise Notice shall also, unless otherwise agreed:

- (i) irrevocably instruct DTC to debit on the Actual Exercise Date a specified account of the Holder with the aggregate Exercise Price(s) (if relevant) in respect of the Rule 144A Warrants being exercised and to transfer such amount to such account with DTC as shall have been specified by the Issuer to DTC for that purpose;
- (ii) include an irrevocable undertaking by the Holder to pay all Expenses incurred by reason of transfer (if any) of the Entitlement(s) to the account at DTC specified by the Holder in the relevant Exercise Notice and an instruction from the Holder to DTC to deduct an amount in respect thereof from any Physical Settlement Value due to such Holder or otherwise to debit (on or at any time after the Settlement Date) a specified account of the Holder at DTC with an amount or amounts in respect thereof;
- (iii) specify the number of the Holder's account with DTC to be credited with the relevant Entitlement(s); and
- (iv) include such details as are required by the applicable Final Terms or by DTC for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Holder's account with DTC, to be credited with any cash payable by the Issuer,

either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event and the Issuer electing to pay the Disruption Cash Settlement Price or the occurrence of a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Failure to Deliver Settlement Price as applicable, or in respect of any Partial Cash Settlement Amount.

If W&C Instruments Condition 5(C) applies, the information required to be provided in the Exercise Notice will be different from that set out above. Copies of such information required for such Exercise Notice may be obtained from the U.S. Warrant Agent or the Principal Warrant Agent.

Upon receipt of an Exercise Notice, the U.S. Warrant Agent shall verify that the person exercising the Warrants is the Holder thereof according to the records of DTC. Subject thereto, the U.S. Warrant Agent shall notify the Issuer of the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants held through DTC, the U.S. Warrant Agent will note such exercise on the Register and the number of Warrants so constituted shall be reduced by the redemption *pro tanto* of the Warrants so exercised.

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Holder may not transfer such Warrants.

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the U.S. Warrant Agent in consultation with the Principal Warrant Agent in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, and shall be conclusive and binding on the Issuer, the relevant W&C Instrument Agents and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Warrant Agent, Merrill Lynch International or BofA Securities Europe SA, as the case may be, immediately after being delivered or sent to the U.S. Warrant Agent shall be null and void.

If such Exercise Notice is subsequently corrected to the satisfaction of the U.S. Warrant Agent in consultation with the Principal Warrant Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the U.S. Warrant Agent and copied to the Principal Warrant Agent, and Merrill Lynch International or BofA Securities Europe SA, as the case may be.

If Automatic Exercise is not specified in the applicable Final Terms, any Warrants with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in Rule 144A Warrant Condition 6(a) (*American Style Warrants*), in the case of American Style Warrants, or Rule 144A Warrant Condition 6(b) (*European Style Warrants*), in the case of European Style Warrants, shall become void.

The U.S. Warrant Agent shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with the Principal Warrant Agent, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, (if applicable) the Guarantor, the W&C Instrument Agents or DTC, shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

- (b) *Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg*

In respect of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the

provisions of W&C Instruments Condition 25(A)(a) (*Exercise Notices – Warrants represented by a Euroclear/CBL Global Registered Warrant*) shall apply except that subparagraph (1)(v) shall be replaced in its entirety with the following text:

"(v) in the case of Rule 144A Warrants, certify that the beneficial owner of each Warrant being exercised is a QIB/QP (as defined in the Exercise Notice); and"

In respect of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the provisions of W&C Instruments Condition 25(A)(a) (*Exercise Notices – Warrants represented by a Euroclear/CBL Global Registered Warrant*) shall apply except that subparagraph (2)(vii) shall be replaced in its entirety with the following text:

"(vii) certify that either (i) the beneficial owner of each Warrant being exercised is a QIB/QP (as defined in the Exercise Notice) or (ii) the beneficial owner of each Warrant being exercised is not a U.S. person, such Warrants were not held on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise; and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and".

(c) *Verification of the Holder*

In respect of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the provisions of W&C Instruments Condition 25(B) (*Exercise Procedure (Warrants) – Verification of the Holder*) shall apply except that the second sentence shall be replaced in its entirety with the following text:

"Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Warrant Agent and, in the case of Warrants represented by a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant held through Euroclear and/or Clearstream, Luxembourg, the Registrar, the ISIN and the amount of Warrants being exercised, the account number of the exercising Holder, a confirmation of the exercising Holder's certification (in the case of Physical Delivery Warrants and Rule 144A Warrants) and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for the delivery of the Entitlement in respect of each Warrant or Unit, as the case may be, being exercised."

8. **Automatic Exercise in respect of Warrants**

Automatic Exercise will apply to Warrants represented by a Rule 144A Global Warrant held through DTC if specified to be applicable in the applicable Final Terms.

In the case of Warrants represented by a Rule 144A Global Warrant held through DTC, in order to receive the Cash Settlement Amount, in respect of a Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be, the relevant Holder must deliver through computerised exercise instruction through DTC (via its DWAC function) a duly completed Exercise Notice to the U.S. Warrant Agent with a copy to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent on any New York Business Day until not later than 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Cut-Off Date (as defined in W&C Instruments Condition 25(E) (*Exercise Procedure (Warrants) – Automatic Exercise*)).

The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Rule 144A Warrant Condition 7(a) (*Exercise Procedure in respect of Warrants – Warrants represented by a Rule 144A Global Warrant held through DTC*). The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-Off Date on which an Exercise Notice is delivered to the U.S. Warrant Agent and

a copy thereof delivered to Merrill Lynch International or BofA Securities Europe SA, as the case may be, and the Principal Warrant Agent is referred to in this Rule 144A Warrant Condition 8 as the "**Exercise Notice Delivery Date**", provided that if the Exercise Notice is delivered to the U.S. Warrant Agent at or after 5.00 p.m., New York City time on a New York Business Day, the Exercise Notice Delivery Date shall be deemed to be the next succeeding New York Business Day.

Subject to the relevant Holder performing its obligations in respect of the relevant Warrant or Unit, as the case may be, in accordance with these Terms and Conditions, the Settlement Date for such Warrants or Units, as the case may be, shall be the fourth Business Day following the Exercise Notice Delivery Date. In the event that a Holder does not so deliver an Exercise Notice in accordance with this Rule 144A Warrant Condition 8 prior to 5.00 p.m., New York City time, on the New York Business Day immediately preceding the Cut-Off Date, such Warrants shall expire worthless, and the Issuer's obligations in respect of such Rule 144A Warrants and, if applicable, the Guarantor's obligations in respect of the MLBV/MLCo. Guarantee shall be discharged and no further liability in respect thereof shall attach to the Issuer or (if applicable) the Guarantor.

9. Collection Notices in respect of Certificates

(a) *Certificates represented by a Rule 144A Global Certificate held through DTC*

If Certificates are represented by a Rule 144A Global Certificate held through DTC in order to receive the Entitlement in respect of a Certificate, and if so required by DTC, the relevant Holder must deliver a computerised instruction through DTC (via its "Deposit and Withdrawal at Custodian" or "DWAC" function or otherwise in accordance with the rules and procedures of DTC) of a duly completed Collection Notice, in the form set out in the English Law Agency Agreement (copies of which form may be obtained from the W&C Instrument Agents), to the U.S. Certificate Agent with a copy to the Principal Certificate Agent, and to Merrill Lynch International or BofA Securities Europe SA, as the case may be, on (x) in the case of Certificates other than Credit Linked Certificates, any New York Business Day up until 10.00 a.m., New York time, on the Actual Exercise Date or (y) in the case of Credit Linked Certificates, the Credit Cut-Off Date, or, in either case, such other time as DTC may prescribe (each the "**Cut-Off Date**").

The Collection Notice shall, unless otherwise agreed:

- (i) specify the Series of the Certificate and the number Certificates the subject of such Collection Notice;
- (ii) specify the designated account at DTC to be debited Certificates the subject of such Collection Notice;
- (iii) include an irrevocable undertaking by the Holder to pay all Expenses incurred by reason of transfer (if any) of the Entitlement(s) to the account at DTC specified by the Holder in the relevant Exercise Notice or Collection Notice, as applicable, and an instruction from the Holder to DTC to deduct an amount in respect thereof from any Physical Settlement Value due to such Holder or otherwise to debit (on or at any time after the Settlement Date) a specified account of the Holder at DTC with an amount or amounts in respect thereof;
- (iv) in the case of FX Linked Certificates only, and if so required by DTC, specify the number of the Holder's account at DTC of the relevant Settlement Currency to be credited with the amount due upon exercise of the Certificates;
- (v) specify the number of the Holder's account with DTC to be credited with the relevant Entitlement(s);
- (vi) include a certification that each beneficial owner is a QIB and a QP;
- (vii) authorise the production of such Collection Notice in applicable administrative or legal proceedings; and

- (viii) include such other details as are required by the applicable Final Terms or by DTC for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Holder's account with DTC, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount,

all as provided in the English Law Agency Agreement.

If W&C Instruments Condition 5(C) applies, the information required to be provided in the Collection Notice will be different from that set out above. Copies of such information required for such Collection Notice may be obtained from the U.S. Certificate Agent or the Principal Certificate Agent.

If a Holder so delivers a duly completed Collection Notice after the Cut-Off Date, the Entitlement shall be delivered as soon as practicable after the Settlement Date or, in the case of Credit Linked Certificates, the Credit Settlement Date, provided that if a Holder does not so deliver a duly completed Collection Notice in accordance with this Condition 9(a) prior to the close of business in the place of receipt on the 90th calendar day following the Cut-Off Date, the Issuer's obligations in respect of such Certificates and, with respect to Certificates other than Secured W&C Instruments, the Guarantor's obligations in respect of the MLBV/MLICo. Guarantee shall be discharged and no further liability in respect thereof shall attach to the Issuer or (if applicable) the Guarantor. For the avoidance of doubt, in such circumstances such Holder shall not be entitled to any payment, whether of interest or otherwise as a result of such Settlement Date or Credit Settlement Date falling after the originally designated Settlement Date or Credit Settlement Date, as the case may be, and no liability in respect hereof shall attach to the Issuer or the Guarantor.

After the delivery of a Collection Notice, the relevant Holder may not transfer the Certificates to which the Collection Notice relates.

Upon receipt of a Collection Notice, the U.S. Certificate Agent, shall verify that the person submitting the Collection Notice is the Holder thereof according to the records of DTC. Subject thereto, the U.S. Certificate Agent shall notify the Issuer of the number of Certificates being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount of each Certificate being exercised and the details for the delivery of the Entitlement in respect of each Certificate the subject of the relevant Collection Notice.

Any determination as to whether a Collection Notice is duly completed and in proper form shall be made by the U.S. Certificate Agent in consultation with the Principal Certificate Agent and/or DTC in the case of Certificates represented by a Rule 144A Global Certificate, and shall be conclusive and binding on the Issuer, the relevant W&C Instrument Agents and the relevant Holder. Subject as set out below, any Collection Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Certificate Agent, and Merrill Lynch International or BofA Securities Europe SA, as the case may be, immediately after being delivered or sent to the U.S. Certificate Agent shall be null and void.

If such Collection Notice is subsequently corrected to the satisfaction of the U.S. Certificate Agent, in consultation with the Principal Certificate Agent and/or DTC, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to the U.S. Certificate Agent and copied to the Principal Certificate Agent and Merrill Lynch International or BofA Securities Europe SA, as the case may be,.

The U.S. Certificate Agent shall use its best efforts promptly to notify the Holder submitting a Collection Notice if, in consultation with the Principal Certificate Agent and/or DTC, it has determined that such Collection Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, (if applicable) the Guarantor, the W&C Instrument Agents or DTC, shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

- (b) *Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg*

In respect of Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg, the provisions of W&C Instruments Condition 32(A)(a) (*Collection Notices – Euroclear/CBL Certificates*) shall apply except that sub- paragraph (1)(vii) shall be replaced in its entirety with the following text:

"(vii) certify that (A) in the case of Certificates offered and sold in reliance on Rule 144A, the beneficial owner of each Certificate being exercised is a QIB/QP (as defined in the Collection Notice) or (B) in the case of Physical Delivery Certificates, either (i) the beneficial owner of each Certificate being exercised is a QIB/QP (as defined in the Collection Notice) or (ii) the beneficial owner of each Certificate being exercised is not a U.S. person, such Certificates were not held on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise; and, in either case, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and".

- (c) *Verification of the Holder*

In respect of Certificates represented by a Regulation S/Rule 144A Global Certificate or a Rule 144A Global Certificate held through Euroclear and/or Clearstream, Luxembourg, the provisions of W&C Instruments Condition 32(B) (*Collection Notices and Settlement (Certificates) - Verification of the Holder*) shall apply except that the second sentence shall be replaced in its entirety with the following text:

"Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Certificate Agent or, in the case of Registered Certificates, the Registrar, the ISIN and the amount of Certificates being exercised, the account number of the exercising Holder, a confirmation of the exercising Holder's certification (in the case of Physical Delivery Certificates and Certificates offered and sold in reliance on Rule 144A), the relevant account details (if applicable) and the details for the delivery of the Entitlement in respect of each Certificate the subject of the relevant Collection Notice."

10. Repurchases

Rule 144A W&C Instruments purchased by the Issuer, (if applicable) the Guarantor or any of their Affiliates pursuant to W&C Instruments Condition 10 (*Repurchases*) may only be held, or reissued or resold pursuant to Rule 144A or Regulation S, as applicable, or surrendered to the U.S. Warrant Agent or the U.S. Certificate Agent, as the case may be, for cancellation.

11. Additional Amounts

In respect of Warrants represented by a Rule 144A Global Warrant held through DTC, the references in W&C Instruments Condition 26 (*Additional Amounts*) to "the relevant Clearing System" shall be replaced by "DTC".

In respect of Certificates represented by a Rule 144A Global Certificate held through DTC, the references in W&C Instruments Condition 33 (*Additional Amounts*) to "Euroclear or Clearstream Luxembourg, as the case may be" shall be replaced by "DTC".

12. U.S. Warrant Agent or U.S. Certificate Agent

The Issuer and (if applicable) the Guarantor reserve the right at any time to vary or terminate the appointment of the U.S. Warrant Agent or the U.S. Certificate Agent, as the case may be, and to appoint further or additional W&C Instrument Agents as provided in W&C Instruments Condition 11 (*Agents, Determinations, Modifications and Meeting Provisions*), provided that, so long as any of the W&C Instruments are represented by a Rule 144A Global W&C Instrument held through DTC, there shall be a U.S. Warrant Agent or the U.S. Certificate Agent, as the case may be.

13. Notices

For so long as the W&C Instruments are represented by a Rule 144A Global W&C Instrument held through DTC, the reference in the first paragraph of W&C Instruments Condition 12 (*Notices*) to "each relevant Clearing System" shall be replaced by "DTC".

14. Substitution of the Issuer

The Issuer, or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as principal obligor under W&C Instruments represented by a Rule 144A Global W&C Instrument or a Regulation S/Rule 144A Global W&C Instrument any company, being BAC or any of its other subsidiaries as provided in W&C Instruments Condition 15 (*Substitution of the Issuer, Consolidation and Merger*), provided that the Substitute and the W&C Instruments satisfy all the applicable requirements of Rule 144A.

ANNEX 12

ADDITIONAL TERMS AND CONDITIONS FOR SAUDI SHARE LINKED WARRANTS

1. Interpretation

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Saudi Share Linked Warrants shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Additional Terms and Conditions for Saudi Share Linked Warrants set out below (the "**Saudi Share Linked Warrant Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the W&C Instruments Conditions and the Saudi Share Linked Warrant Conditions, the Saudi Share Linked Warrant Conditions shall prevail. In the event of any inconsistency between (a) the W&C Instruments Conditions and the Saudi Share Linked Warrant Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Saudi Share Linked Warrant Conditions to "Instrument" and "Instruments" shall be deemed to be references to "W&C Instrument" and "W&C Instruments" as the context admits. Any reference to "Share Linked Warrant" in the W&C Instruments Conditions shall be deemed to include any Saudi Share Linked Warrant.

2. Definitions

For the purposes of these Saudi Share Linked Warrant Conditions:

"Additional Amount" means, in respect of an Additional Amount Payment Date, an amount equal to 100 per cent. of the relevant Cash Dividend per Share less any Taxation and Costs, such amount converted (if necessary) into the Settlement Currency at the Dividend Exchange Rate.

"Additional Amount Payment Date" means, in respect of each Dividend Distribution Date, the fifth Business Day following the Dividend Distribution Date, unless otherwise determined by the Calculation Agent.

"Adjustment Factor" means the Adjustment Factor as specified in the applicable Final Terms.

"Applicable Hedge Positions" means, at any time, Hedge Positions that the Calculation Agent determines that a Hypothetical Dealer, acting in a commercially reasonable manner, would consider necessary to hedge the price risk and dividend risk of the Issuer issuing and the Issuer performing its obligations with respect to any Saudi Share Linked Warrant at that time.

"Basket of Shares" means a basket composed of Shares in their relative proportions or number of Shares, as specified in the applicable Final Terms.

"Business Day" means a day (other than a Friday, Saturday or Sunday) which is both (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Riyadh and in each relevant Business Day Centre(s) specified in the applicable Final Terms and (b) either (1) in relation to any sum payable in a Settlement Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system or any successor thereto (the "**TARGET2 System**") is operating.

"Cash Dividend" means, in respect of any Warrant, any ordinary or extraordinary dividends that (a) are paid in cash (excluding, for the avoidance of doubt, stock dividends or the cash value of any dividend declared on a Share in shares of the Share Company or in any assets other than cash) by the Share Company to holders of record of a Share from (but excluding) the Trade Date to (and including) the relevant Valuation Date and (b) have an Ex-Dividend Date that occurs from (but excluding) the Trade Date to (and including) the relevant Valuation Date.

"Cash Settled Instruments" means Instruments that entitle the holder, upon due exercise, to receive from the Issuer the Cash Settlement Amount on the Settlement Date.

"Common Scheduled Trading Day" means, in respect of a Basket of Shares, each day which is a Scheduled Trading Day for all the Shares in the Basket of Shares.

"Costs" means all expenses, costs, charges, levies, tax, duties, withholding, deductions or other payments including without limitation, all Depository, custodial, registration, transaction and exercise changes and stamp, issues, registration or, securities transfer or other similar taxes or duties, as determined by the Calculation Agent, that would be incurred per Share by or on behalf of (i) a Hypothetical Dealer or a Hedging Entity that is a holder of record of a Share in connection with the payment of a Cash Dividend or stock dividend on such Share (ii) a Hypothetical Dealer or a Hedging Entity in respect of any payments or deliveries under any Applicable Hedge Position and/or (iii) a Hypothetical Dealer or Hedging Entity terminating or liquidating any Applicable Hedge Positions or Hedge Positions (as applicable) during any Execution Period, as applicable.

"Currency of the Shares" means the currency (a) in which any Cash Dividend would be paid by the Share Company, (b) in which the Shares trade on the Exchange or (c) of any proceeds that the Calculation Agent determines a Hypothetical Dealer holding the Shares would receive on disposition of the Shares, as the case may be.

"Dividend Exchange Rate" means, the rate, determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, for converting the currency of the Cash Dividend into the Settlement Currency on the relevant Dividend Distribution Date by reference to such sources as the Calculation Agent may, in its discretion, select.

"Dividend Distribution Date" means each date that the Share Company pays a Cash Dividend to holders of record of the Share, as determined by the Calculation Agent.

"Ex-Dividend Date" means, in respect of a dividend, the date that the relevant Share commences trading ex-dividend on the Exchange in respect of the dividend as determined by the Calculation Agent.

"Exchange" means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

"Execution Period" means the period from (and including) the relevant Valuation Date to (and including) the relevant Final Execution Date.

"Final Execution Date" means the day (as determined by the Calculation Agent) on which a Hypothetical Dealer acting in a commercially reasonable manner could execute the last purchase or sale transaction, as the case may be, that would be necessary to fully unwind the relevant Applicable Hedge Positions, such determination to be made by the Calculation Agent.

"Final Reference Price" means the weighted average price per Share determined by the Calculation Agent by reference to (i) the price that would be realised by a Hypothetical Dealer, less any Costs and Taxation, acting in a commercially reasonable manner, in terminating or liquidating Applicable Hedge Positions (corresponding to the number of outstanding Warrants during any relevant Execution Period, and (ii) such other matters and information (if any) that the Calculation Agent, in its sole discretion, considers relevant.

"FX Rate" means the weighted average rate, determined by the Calculation Agent, for converting the Currency of the Shares into the Settlement Currency expressed as a number of units (or fractional amounts thereof) of the currency in which the Shares are denominated for one unit of the Settlement Currency, taking into consideration all available information that the Calculation Agent considers relevant, which information shall include such sources selected by the Calculation Agent and/or rates of exchange as the Calculation Agent determines would be

realised by a Hypothetical Dealer converting into the Settlement Currency amounts received in connection with a hypothetical disposition of Applicable Hedge Positions during any Execution Period at the time of receipt of such amounts.

"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more of (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a Hedging Entity or a Hypothetical Dealer (as applicable) in order to hedge, individually or on a portfolio basis, the Issuer issuing, and the Issuer performing its obligations with respect to, any Saudi Share Linked Warrant.

"Hedging Entity" means the Issuer and/or any affiliate(s) of the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions relating to the Saudi Share Linked Warrants and/or the Shares in respect of the Issuer's obligations under the Saudi Share Linked Warrants.

"Hypothetical Dealer" means a hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as applying to the Hedging Entity.

"Local Jurisdiction" means, in respect of Saudi Share Linked Warrants, the Kingdom of Saudi Arabia.

"Max" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a semi-colon inside those brackets.

"Related Exchange" means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

"Scheduled Trading Day" means any day on which the Exchange is scheduled to be open for trading for its regular trading sessions.

"Settlement Date" means, unless otherwise specified in the applicable Final Terms, in respect of any Warrant, the fifth Business Day following the relevant Final Execution Date.

"Shares" and **"Share"** mean, subject to adjustment in accordance with these Saudi Share Linked Warrant Conditions, the shares or a share specified in the applicable Final Terms and related expressions shall be construed accordingly.

"Share Company" means, in respect of a Share, the company that has issued such Share.

"Taxation" means the aggregation of all withholding taxes, capital gains taxes and other duties and taxes whatsoever in effect which, in the sole and absolute determination of the Calculation Agent, would be payable per Share by or on behalf of (i) a Hypothetical Dealer or a Hedging Entity that is a holder of record of a Share in connection with the payment of a Cash Dividend or stock dividend on such Share (ii) a Hypothetical Dealer or a Hedging Entity in respect of any payments or deliveries under any Applicable Hedge Position and/or (iii) a Hypothetical Dealer or Hedging Entity terminating or liquidating Applicable Hedge Positions or Hedge Positions (as applicable) during any Execution Period, as applicable.

"Trade Date" means the date specified as a Trade Date in the applicable Final Terms.

"Valuation Date" means, the date specified as such in the applicable Final Terms, or if that is not a Scheduled Trading Day the first Scheduled Trading Day thereafter (or, where the Saudi

Share Linked Warrants relate to a Basket of Shares and the applicable Final Terms provides that "Common Scheduled Trading Days" shall be applicable, if such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day).

3. **Cash Settlement Amount**

The Issuer shall, for each Saudi Share Linked Warrant being exercised or deemed exercised, on the Settlement Date pay or cause the payment of the Cash Settlement Amount to the Holder.

Unless otherwise specified in the applicable Final Terms, "**Cash Settlement Amount**" means an amount per Saudi Share Linked Warrant in the Settlement Currency as determined by the Calculation Agent in accordance with the following formula:

$$\text{Max} \left[0; \frac{\text{Final Reference Price}}{\text{FX Rate}} \right] * \text{Adjustment Factor}$$

The Cash Settlement Amount will be rounded to the nearest two decimal places in the relevant Settlement Currency, 0.005 being rounded upwards, with W&C Instruments exercised at the same time by the same Holder being aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such W&C Instruments.

4. **Additional Amounts**

If Additional Amounts are specified as applicable in the applicable Final Terms, in respect of each Additional Amount Payment Date, the Issuer shall pay to the Holder of each Saudi Share Linked Warrant the Additional Amount (as determined by the Calculation Agent in its sole discretion) corresponding to such Additional Amount Payment Date.

5. **Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation and Insolvency**

(a) If the Calculation Agent determines that a Potential Adjustment Event (as defined in Share Linked Condition 6 (*Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency and Announcement Event*)) has occurred in respect of a Share, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and, if so, the Calculation Agent may:

- (i) make corresponding adjustment(s), if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Final Terms, including to any Additional Amount, the Cash Settlement Amount, and/or any other variable relevant to the exercise, settlement, payment or other terms of the Saudi Share Linked Warrants as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and/or
- (ii) determine, subject to the agreement of the Issuer, (A) to issue further Saudi Share Linked Warrants in accordance with W&C Instruments Condition 14 or issue Instruments of a different Series and distribute such Saudi Share Linked Warrants or Instruments to Holders and/or (B) distribute a cash amount to Holders, in each case, on such terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect, taking into consideration any Costs and/or Taxation associated with any such Potential Adjustment Event and provided that no adjustments (or further issuances) will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share. The Calculation Agent may, but need not, determine the appropriate adjustment (or further issuance) by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange. The Calculation Agent shall determine the effective date(s) of such adjustment(s), further issue(s), distribution(s) and/or purchase(s).

- (b) Upon the making of any such determination, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Instruments Condition 12 stating (i) in respect of a determination pursuant to Saudi Share Linked Warrant Condition 5(a)(i), the adjustment and/or (ii) in respect of a determination pursuant to Saudi Share Linked Warrant Condition 5(a)(ii)(A), details of the relevant Instruments to be distributed and the number of Instruments to which the Holder is entitled and/or (iii) in respect of a determination pursuant to Saudi Share Linked Warrant Condition 5(a)(ii)(B), the amount payable to the Holder of a Saudi Share Linked Warrant, provided in each case that any failure to give such notice shall not affect the validity of the Potential Adjustment Event or any action taken.
- (c) Share Linked Conditions 6(a) and 6(b) shall apply to Saudi Share Linked Warrants and shall be deemed to be incorporated by reference into these Saudi Share Linked Warrant Conditions.

6. **Additional Disruption Events**

- (a) Share Linked Condition 8, as amended pursuant to Saudi Share Linked Warrant Condition 6(b) below, shall apply to Saudi Share Linked Warrants and shall be deemed to be incorporated by reference into these Saudi Share Linked Warrant Conditions.
- (b) Notwithstanding Share Linked Condition 8(a), for the purpose of the Saudi Share Linked Warrant Conditions the definition of "Additional Disruption Event" shall be deleted and replaced with the following:

"Additional Disruption Event" means any of (a) Jurisdiction Event and/or Trading Failure and (b) if specified in the applicable Final Terms, Change in Law, Hedging Disruption, Increased Cost of Hedging and/or Insolvency Filing, where:

"Jurisdiction Event" means an event has occurred, whether of general application or otherwise and which occurs as a result of present or future risks in or connected with the Kingdom of Saudi Arabia including, but not limited to, risks associated with fraud or corruption, political risk, legal uncertainty, imposition of foreign exchange controls or capital controls, changes in laws or regulations and changes in the interpretation or enforcement of laws and regulations (including without limitation those relating to taxation) and other legal and/or sovereign risks; and

"Trading Failure" means any Hedging Entity is not able to buy and/or sell Shares via a trading system commonly used within the Kingdom of Saudi Arabia for such Shares or such trading system fails to calculate and publish the price of the Shares on a day on which the Calculation Agent determines that such calculation and publication was otherwise expected to be made, and in each case, which has or may have (as determined by the Calculation Agent) a material effect on the relevant Hedge Positions).

7. **Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency and Additional Disruption Events**

In the circumstance where one or more event may satisfy the terms of two or more of the adjustment or termination events set forth in Saudi Share Linked Warrant Condition 7 (*Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency and Additional Disruption Events*) and/or Saudi Share Linked Warrant Condition 6 (*Additional Disruption Events*), then the Calculation Agent shall determine (in its sole and absolute discretion) which adjustment or termination event shall be applicable.

8. **Interpretation**

With regard to the Share Linked Conditions incorporated by reference into these Saudi Share Linked Warrant Conditions all references therein to "the Share Linked Instruments" or "these Share Linked Instruments" shall instead be deemed to be, respectively, to "the Saudi Share Linked Warrants" or "these Saudi Share Linked Warrants", and such Share Linked Conditions

shall otherwise be deemed to be incorporated *mutatis mutandis* into the Saudi Share Linked Warrant Conditions in order to give reasonable effect to such provisions in the context of these Saudi Share Linked Warrant Conditions.

ANNEX 13

ADDITIONAL TERMS AND CONDITIONS FOR SECURED STATIC/FLOATING INSTRUMENTS

1. Interpretation

If this Annex 13 is specified as applicable in the applicable Final Terms, the terms and conditions applicable to: (a) Secured Notes shall comprise the terms and conditions of the Notes (the "**Notes Conditions**"), the Additional Terms and Conditions for Physical Delivery Notes (the "**Physical Delivery Note Conditions**") and the Additional Terms and Conditions for Secured Static/Floating Instruments set out below (the "**Secured Static/Floating Instruments Conditions**") and (b) Secured W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Secured Static/Floating Instruments Conditions, in each case, subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions and/or the Physical Delivery Note Conditions, in the case of Secured Notes, or the W&C Instruments Conditions, in the case of Secured W&C Instruments and the Secured Static/Floating Instruments Conditions, the Secured Static/Floating Instruments Conditions shall prevail. In the event of any inconsistency between (x) the Notes Conditions and/or the Physical Delivery Note Conditions or the W&C Instruments Conditions and/or the Secured Static/Floating Instruments Conditions and (y) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Secured Static/Floating Instruments Conditions to "Secured Instrument" and "Secured Instruments" shall be deemed to be references to "Secured Note" and "Secured Notes" or "Secured W&C Instrument" and "Secured W&C Instruments", as the context admits.

For the avoidance of doubt, where this Annex 13 applies, the terms of Annex 14 shall not apply to the Secured Instruments.

2. Definitions

For the purposes of these Secured Static/Floating Instruments Conditions:

"**Acceleration Event**" has the meaning given to it in Secured Static/Floating Instruments Condition 4.8.1.

"**Acceleration Instruction**" has the meaning given to it in Secured Static/Floating Instruments Condition 4.8.2.

"**Acceleration Notice**" means a notice substantially in the form in Schedule 23 of the English Law Agency Agreement delivered by a Holder of any Non-Waived Instrument to the relevant Instrument Agent:

- (a) specifying that a Secured Instrument Event of Default has occurred and is continuing in respect of such Non-Waived Instrument;
- (b) instructing the Security Agent to deliver the notices specified in Secured Static/Floating Instruments Condition 6.1;
- (c) instructing the Security Agent to enforce the security constituted by the relevant Deed of Charge and distribute the proceeds (and, if applicable, physically settle the Entitlement), in each case, in accordance with these Secured Static/Floating Instruments Conditions and the terms of the relevant Deed of Charge and the Security Agency Agreement;
- (d) instructing the Security Agent to appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with these Secured Static/Floating Instruments Conditions; and
- (e) instructing the Security Agent to perform any further actions of the Security Agent specified in these Secured Static/Floating Instruments Conditions, the relevant Deed of Charge and the Security Agency Agreement or any reasonably incidental actions,

provided that the Security Agent shall not be bound by any such instruction until it receives an Acceleration Instruction in accordance with Secured Static/Floating Instruments Condition 4.8.2.

Any Acceleration Notice shall be in writing and delivered to the Issuer and the relevant Instrument Agent and shall include such details as are necessary to establish and verify the Non-Waived Instruments held by the Holder delivering such notice.

"Affiliate" means in relation to any entity (the **"First Entity"**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **"control"** means ownership of a majority of the voting power of an entity.

"Basket of Eligible Debt Securities" means a basket composed of Eligible Debt Securities, as specified in the applicable Final Terms.

"Cash" means the money and currency of any jurisdiction which the Collateral Agent accepts for deposit in a Collateral Account.

"Charged Documents" means each of the Secured Instruments Collateral Provider Agreement, the Valuation Agency Agreement and the relevant Triparty Account Control Agreement.

"Collateral Account" has the meaning given to it in Secured Static/Floating Instruments Condition 4.1.

"Collateral Agent" means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Triparty Account Control Agreement), and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent.

"Collateral Agent Notice" means a notice (which may be given in any form agreed between the Collateral Agent and the Secured Instruments Collateral Provider, including but not limited to, electronic message, exchange of electronic files or by telephone) from the Collateral Agent to the Secured Instruments Collateral Provider providing details of why the Collateral Agent considers that the Collateral Test is not satisfied in respect of a Collateral Test Date or that the Collateral Test will not be satisfied (or will no longer be satisfied) after taking into account any adjustments specified in a Collateral Test Notice.

"Collateral Assets" means the MTM Collateral Assets and the Static Collateral Assets Delivered into and held in a Collateral Account operated by the Collateral Agent under the terms of the relevant Triparty Account Control Agreement.

"Collateral Arrangement Party" means the Secured Instruments Collateral Provider, the Collateral Agent, the Custodian and the Secured Instruments Valuation Agent.

"Collateral Business Day" means a day:

- (a) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and
- (b) the offices of the Collateral Agent in London are open for business.

"Collateral Enforcement Notice" means a notice in writing from the Security Agent (acting in accordance with an Acceleration Instruction) to the Issuer, the Secured Instruments Collateral Provider and the relevant Instrument Agent in or substantially in the form annexed to the relevant Deed of Charge:

- (a) specifying that a Series of Secured Instruments are immediately due and repayable at their Early Redemption/Settlement Amount (and, where "Physical Delivery of Static Collateral Assets" is specified to be applicable in the applicable Final Terms, that such

Secured Instruments will be subject to settlement in accordance with Secured Static/Floating Instruments Condition 6.9); and

- (b) enforcing the security constituted by the relevant Deed of Charge in accordance with the terms thereof and the terms of these Secured Static/Floating Instruments Conditions and the Security Agency Agreement.

"Collateral Pool" means, in respect of a Series of Secured Instruments, a pool of Collateral Assets held in a Collateral Account and over which a fixed charge is granted pursuant to the relevant Deed of Charge.

"Collateral Test" means, in respect of a Collateral Pool and a Collateral Test Date, (and the Collateral Test will be satisfied if) each of the MTM Collateral Test and the Static Collateral Test is satisfied in respect of such Collateral Test Date.

"Collateral Test Date" means, in respect of a Collateral Pool, the Issue Date of the relevant Series of Secured Instruments which are secured by such Collateral Pool and each Collateral Business Day falling in the period from, but excluding, the Issue Date of such Secured Instruments and ending on, and including, the final Valuation Date, Observation Date or Averaging Date (as applicable) of such Secured Instruments.

"Collateral Test Notice" means a notice sent or caused to be sent by the Secured Instruments Collateral Provider to the Collateral Agent in relation to a particular Collateral Pool specifying the MTM Collateral Specified Percentage of the Required MTM Collateral Value, and the Static Collateral Specified Percentage of the Required Static Collateral Nominal Amount, for such Collateral Pool in respect of the relevant Collateral Test Date (and such notice may (but is not required to) include specific adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed)).

"Collateral Transaction Documents" means the Secured Instruments Collateral Provider Agreement, the Custodian Agreement to the extent to which it relates to the Collateral Accounts, the Valuation Agency Agreement, the Security Agency Agreement and each relevant Deed of Charge and Triparty Account Control Agreement.

"Collateral Valuation Currency" means the currency specified as such in the applicable Final Terms.

"Collateral Valuation Time" means on or around the opening of the relevant Collateral Business Day or such other time as the Collateral Agent determines the Collateral Value on the relevant Collateral Test Date.

"Collateral Value" means, in respect of a Collateral Pool and a Collateral Test Date, an amount expressed in the Collateral Valuation Currency equal to the sum of the Margin Value of each Eligible MTM Collateral Asset in such Collateral Pool on such Collateral Test Date, as determined by the Collateral Agent.

"Control Event Notice" means a notice in writing given in accordance with the relevant Triparty Account Control Agreement from the Secured Instruments Collateral Provider to the Collateral Agent specifying that the Collateral Agent act solely upon the instructions of the Secured Instruments Collateral Provider with respect to the relevant Collateral Account and instructing the Collateral Agent to deliver the Collateral Assets held in such Collateral Account to the Secured Instruments Collateral Provider.

"Custodian" means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Custodian Agreement) and, if applicable, any sub-custodian of, or any other entity appointed by the Custodian.

"Custodian Account" has the meaning given to it in the Custodian Agreement.

"Custodian Agreement" means the agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Custodian and the Secured Instruments Collateral Provider as amended, restated and/or supplemented from time to time.

"Deed of Charge" means a deed of charge governed by English law between the Secured Instruments Collateral Provider and the Security Agent under which:

- (a) the Secured Instruments Collateral Provider charges by way of first fixed charge its rights and title in the Collateral Assets contained in one or more Collateral Accounts in favour of the Security Agent on behalf of itself and the other Secured Parties in accordance with the Security Agency Agreement; and
- (b) the Secured Instruments Collateral Provider assigns by way of security its rights, title and interest in the Collateral Accounts (including, without limitation, any contractual rights, interests or claims relating to such Collateral Accounts) and the Charged Documents in favour of the Security Agent on behalf of itself and the other Secured Parties in accordance with the Security Agency Agreement.

"Deliver" means to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset free and clear of any and all liens, charges, claims or encumbrances. **"Delivery"** and **"Delivered"** will be construed accordingly.

"Derivative Hedge" means any instruments or arrangements entered into by the Issuer and/or its Affiliates with any market counterparty or counterparties in order to hedge part of the Issuer's payment obligations in respect of the Non-Waived Instruments of one or more Series of Secured Instruments, including, without limitation, any purchase, sale, entry into or maintenance of one or more options, futures, forwards, derivatives, foreign exchange transactions, securities or securities lending transactions.

"Derivative Hedge Termination Costs" means, in connection with any early redemption of any Series of Secured Instruments, any losses or costs (expressed as a positive number) to the Issuer and/or its Affiliates that are incurred under then prevailing circumstances in unwinding the portion of the Derivative Hedge attributable to the Non-Waived Instruments of such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Derivative Hedge Valuation Date" means, in respect of a Collateral Test Date, the Collateral Business Day immediately preceding such Collateral Test Date, or, if a valuation of the relevant Derivative Hedge is not available on such date, the date of the last available valuation of such Derivative Hedge.

"Derivative Hedge Valuation Time" means, in respect of a Collateral Test Date, the close of trading in the relevant markets on the Derivative Hedge Valuation Date for such Collateral Test Date, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Disposal Agent" means any agent appointed by the Security Agent to realise, dispose of and, if applicable, physically settle Collateral Assets held in a Collateral Account securing the relevant Series of Secured Instruments (or any substitute or replacement entity appointed in respect thereof) following the delivery of a Collateral Enforcement Notice and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent.

"Eligibility Criteria" means, in relation to a Series of Secured Instruments and an Eligible MTM Collateral Class, each of the criteria that is specified to be applicable in the row of the MTM Collateral Assets Table set out in the applicable Final Terms corresponding to such Eligible MTM Collateral Class, save that, even if not specified in the row of the MTM Collateral Assets Table set out in the applicable Final Terms corresponding to such Eligible MTM Collateral Class, no issuer in respect of any MTM Collateral Asset shall be incorporated in the

United Kingdom and no payment with respect to, or in connection with, any MTM Collateral Asset shall have a United Kingdom source.

Notwithstanding the Eligibility Criteria specified to be applicable in the applicable Final Terms in respect of a Series of Secured Instruments, the Collateral Agent shall be obliged to refer only to the terms of the relevant Triparty Account Control Agreement in determining whether the MTM Collateral Assets comply with the eligibility criteria set out in the relevant Triparty Account Control Agreement.

Notwithstanding the foregoing, if "Only Initial MTM Collateral Assets are Eligible" is specified to be applicable in the applicable Final Terms, the only MTM Collateral Assets that will be deemed to meet the Eligibility Criteria of each Eligible MTM Collateral Class will be those which are of the same type as the MTM Collateral Assets Delivered into the Collateral Account on the Issue Date.

"Eligible Debt Securities" or **"Eligible Debt Security"** means the debt securities or debt security issued by the relevant entity specified as the "Debt Security Issuer(s)" in the Eligible Static Collateral Assets Table set out in the applicable Final Terms and identified by the International Securities Identification Number (ISIN) specified as the "Relevant Static Collateral ISIN" in the same row as such entity (and any payments of principal in respect of such debt securities or debt security).

"Eligible Debt Security Weighting" means, in respect of each Eligible Debt Security in a Basket of Eligible Debt Securities, the aggregate nominal amount of such Eligible Debt Security expressed as a percentage of the Pool Aggregate Collateral Nominal Amount on the Issue Date, and specified as such in the Eligible Static Collateral Assets Table set out in the applicable Final Terms, in the same row as the "Relevant Static Collateral ISIN" of such Eligible Debt Security specified therein.

"Eligible MTM Collateral Assets" means Cash and assets which satisfy all of the Eligibility Criteria applicable to an Eligible MTM Collateral Class. Assets which satisfy all of the Eligibility Criteria that are specified to be applicable to an Eligible MTM Collateral Class will be Eligible MTM Collateral Assets notwithstanding that such assets do not satisfy the Eligibility Criteria applicable to another Eligible MTM Collateral Class.

"Eligible MTM Collateral Class" means the Eligibility Criteria that are specified to be applicable in a row of the MTM Collateral Asset Table set out in the applicable Final Terms and which together define a class or type of Eligible MTM Collateral Assets.

"Eligible Static Collateral Assets" means (a) a single Eligible Debt Security or a Basket of Eligible Debt Securities, each as specified in the applicable Final Terms, and (b) debt securities that satisfy all of the Eligibility Criteria applicable to an Eligible MTM Collateral Class.

"Extraordinary Security Agent Liabilities" means Liabilities incurred by the Security Agent and, where applicable, the Disposal Agent, in the event that the Security Agent determines, acting reasonably, that it is necessary or is requested by the Issuer, the Secured Instruments Collateral Provider or any Secured Party to undertake duties which are of an exceptional nature or otherwise outside the scope of the duties of the Security Agent and, where applicable, the Disposal Agent, under the Security Agency Agreement, the Deed of Charge and the Secured Static/Floating Instruments Conditions.

"Instrument Agents" means:

- (a) in respect of Secured Instruments that are Secured Notes, the Paying Agents; and
- (b) in respect of Secured Instruments that are Secured W&C Instruments, the W&C Instrument Agents,

and, each an **"Instrument Agent"**.

"Liability" means, for the purposes of these Secured Static/Floating Instruments Conditions, any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other

liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and "**Liabilities**" shall be construed accordingly).

"Margin Percentage" means, in respect of an MTM Collateral Asset, the percentage amount specified in the row of the MTM Collateral Assets Table set out in the applicable Final Terms corresponding to the Eligible MTM Collateral Class of such Collateral Asset contained in a Collateral Pool. For the avoidance of doubt, the applicable Final Terms shall specify one Margin Percentage value per Eligible MTM Collateral Class.

"Margin Value" means, in respect of an Eligible MTM Collateral Asset in a Collateral Pool on a Collateral Test Date, an amount equal to the quotient of (a) the Market Value of such Eligible MTM Collateral Asset for such Collateral Test Date, divided by (b) the Margin Percentage applicable to such Eligible MTM Collateral Asset, as determined by the Collateral Agent.

"Marked-to-Market Derivative Hedge Value" means, in respect of a Collateral Pool and a Collateral Test Date, the amount determined by the Secured Instruments Valuation Agent as the market value of the Derivative Hedge in respect of the Derivative Hedge Valuation Time for such Collateral Test Date and shall be determined as the present value of the future payment obligations of the Issuer in respect of the Non-Waived Instruments of the relevant Series of Secured Instruments which are secured by such Collateral Pool, minus the present value of the future cash flows of the Static Collateral Assets that secure such Series of Secured Instruments, and taking into account such factors as the Secured Instruments Valuation Agent considers to be appropriate in its discretion, including without limitation:

- (a) spot and forward market prices or values for the underlying asset(s) of the Derivative Hedge and other relevant economic variables (including, without limitation, interest rates and, if applicable, exchange rates) at the relevant time;
- (b) the correlation between the market prices or value of the underlying asset(s) of the Derivative Hedge and other relevant economic variables at the relevant time;
- (c) historic and implied volatility of the market prices or value of the underlying asset(s) of the Derivative Hedge;
- (d) the remaining time until expiry of the Derivative Hedge;
- (e) internal pricing models;
- (f) prices at which other market participants might bid for options or other instruments similar to the Derivative Hedge; and
- (g) the valuation using relevant economic variables of the cash flows and/or coupon payments of the Static Collateral Assets that secure such Secured Instruments.

"Market Value" means, in respect of a Collateral Test Date and an Eligible MTM Collateral Asset in a Collateral Pool that is:

- (a) a security, an amount expressed in the Collateral Valuation Currency calculated by the Collateral Agent in its sole discretion as the sum of:
 - (i) the market value of such Eligible MTM Collateral Asset in respect of such Collateral Test Date as determined by the Collateral Agent in its sole and absolute discretion based on the most recently available closing bid price (traded or quoted excluding accrued interest in respect of an Eligible MTM Collateral Asset that is a fixed income debt security) for such Eligible MTM Collateral Asset made available to the Collateral Agent as at the Collateral Valuation Time on such Collateral Test Date. The closing bid price used for these purposes will usually be the closing bid price in respect of the trading day for such Eligible MTM Collateral Asset immediately preceding such Collateral Test Date displayed as of the Collateral Valuation Time on pricing information services used generally by

the Collateral Agent for pricing such Eligible MTM Collateral Assets, provided that if the Collateral Agent is unable to obtain the closing bid price of such Eligible MTM Collateral Asset from such pricing information services as of the Collateral Valuation Time on such Collateral Test Date, then the market value shall be determined in good faith by the Collateral Agent in the reasonable exercise of its discretion based on information furnished to the Collateral Agent by one or more brokers in such Eligible MTM Collateral Asset or on the basis of a formula utilised by the Collateral Agent for such purpose in the ordinary course of its business; plus

- (ii) in respect of an Eligible MTM Collateral Asset that is a fixed income debt security, accrued but unpaid distributions (if any) on such Eligible MTM Collateral Asset; or
- (b) Cash, an amount expressed in the Collateral Valuation Currency equal to its nominal or face amount,

in each case, where the relevant currency or denomination of an Eligible MTM Collateral Asset is other than the Collateral Valuation Currency, the Secured Instruments Valuation Agent shall convert the value of such Collateral Asset (or other relevant values) at the relevant spot rate or spot rates in accordance with such method and as at such time as the Secured Instruments Valuation Agent may select in its discretion, having regard to then-current rates of exchange, and shall notify the Collateral Agent of such converted value.

"MTM Collateral Assets" means, in respect of a Series of Secured Instruments, Eligible MTM Collateral Assets that are Delivered into and held in the Collateral Account relating to such Series of Secured Instruments.

"MTM Collateral Assets Table" means the table specified as such in the applicable Final Terms.

"MTM Collateral Specified Percentage" means the percentage specified as such in the applicable Final Terms.

"MTM Collateral Test" means, in respect of a Collateral Pool and a Collateral Test Date, a determination by the Collateral Agent as to whether the Collateral Value in respect of such Collateral Test Date is greater than or equal to the MTM Collateral Specified Percentage of the Required MTM Collateral Value in respect of such Collateral Test Date. When determining whether the MTM Collateral Test is satisfied, MTM Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and MTM Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

"Non-Waived Instruments" means, in relation to a Series of Secured Instruments and any relevant date, those Secured Instruments which are not Waived Instruments on such date.

"Notice of Exclusive Control" means a notice in writing given in accordance with (and in or substantially in the form annexed to) the relevant Triparty Account Control Agreement from the Security Agent (acting in accordance with an Acceleration Instruction) to the Collateral Agent specifying that the Collateral Agent act solely upon the instructions of the Security Agent with respect to the relevant Collateral Account and instructing the Collateral Agent to deliver the Collateral Assets held in such Collateral Account to the Security Agent.

"Notional Amount" means in respect of a Secured Instrument, the "Notional Amount per Certificate" or the "Notional Amount per Warrant" as specified in the applicable Final Terms.

"Option Termination Costs" means, in connection with any early redemption of any Series of Secured Instruments, any losses or costs (expressed as a positive number) to the Issuer and/or its Affiliates that are incurred under then prevailing circumstances in unwinding the portion of the Option attributable to the Non-Waived Instruments of such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Option Valuation Date" means, in respect of a Collateral Test Date, the Collateral Business Day immediately preceding such Collateral Test Date, or, if a valuation of the relevant Option is not available on such date, the date of the last available valuation of such Option.

"Option Valuation Time" means, in respect of a Collateral Test Date, the close of trading in the relevant markets on the Option Valuation Date for such Collateral Test Date, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Order of Priority" means the order specified in the applicable Final Terms following which the Security Agent shall apply moneys received following enforcement of the relevant Deed of Charge and the Charged Documents in accordance with Secured Static/Floating Instruments Condition 6. The Order of Priority may be the Standard Order of Priority (as defined below) or any alternative order of item (c), (d) and (e) below, as specified in the applicable Final Terms (provided that items (a) and (b) shall always be the first and second items in the Order of Priority):

- (a) in from time to time setting aside Security Agent Amounts which the Security Agent will apply in settlement of Security Agent Liabilities and from which the Security Agent may apply in settlement of Extraordinary Security Agent Liabilities;
- (b) on a *pro rata* and *pari passu* basis, in payment or satisfaction of all Liabilities incurred by or payable by the Issuer and/or the Secured Instruments Collateral Provider, in relation to the relevant Secured Instruments, to the Security Agent and, where applicable, the Disposal Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds and/or, where "Physical Delivery of Static Collateral Assets" is applicable, Delivery of the Entitlement to the Holders of the related Secured Instruments) and the remuneration of the Security Agent and, where applicable, the Disposal Agent) such amounts together the **"Security Agent Liabilities"**;
- (c) in payment of any amounts due to be paid or reimbursed to the Collateral Agent by the Secured Instruments Collateral Provider;
- (d) in payment of any amounts due to Holders of Non-Waived Instruments in accordance with Secured Static/Floating Instruments Condition 6 below;
- (e) *pro rata* in payment of any amounts owed to the creditors (if any) whose claims have arisen as a result of the creation, operation or liquidation of the Collateral Assets (save to the extent that the claims of any such creditor fall within paragraphs (a) to (d) above); and
- (f) payment of the balance (if any) to the Secured Instruments Collateral Provider,

and the **"Standard Order of Priority"** means that the Order of Priority shall follow the order (a), (b), (c), (d), (e), (f) specified above.

"Physical Delivery of Collateral Assets Disruption Event" means any event beyond the control of the Issuer, the Secured Instruments Collateral Provider, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), as applicable, as a result of which the Physical Delivery Clearing System cannot Deliver some or all of the Entitlement required to be delivered pursuant to the terms of these Secured Static/Floating Instruments Conditions.

"Physical Delivery Clearing System" means, in respect of Secured Notes, the relevant clearing system of the securities account specified by a Holder in accordance with Physical Notes Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, has the meaning given to it in W&C Instruments Condition 25(C)(b) or 31(A) (as applicable).

"Pool Aggregate Collateral Nominal Amount" means, in respect of a Collateral Pool and any relevant date, an amount expressed in the Collateral Valuation Currency equal to the aggregate nominal amount of the Static Collateral Assets held in the Collateral Account on such date, as

determined by the Collateral Agent in accordance with the terms of the relevant Triparty Account Control Agreement.

Where the relevant currency or denomination of an Eligible Static Collateral Asset is other than the Collateral Valuation Currency, the Secured Instruments Valuation Agent shall convert the nominal amount of such Collateral Asset at the relevant spot rate or spot rates in accordance with such method and as at such time as the Secured Instruments Valuation Agent may select in its discretion, having regard to then-current rates of exchange, and shall notify the Collateral Agent of such converted amount.

"Required Collateral Default" means, following receipt by the Secured Instruments Collateral Provider of a Collateral Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice), the Secured Instruments Collateral Provider fails to instruct the Collateral Agent to transfer sufficient additional Eligible MTM Collateral Assets and/or Eligible Static Collateral Assets into the Collateral Account to satisfy the Collateral Test and/or Deliver the additional necessary Collateral Assets and such failure results in the Collateral Test not being satisfied for one Collateral Business Day following delivery of such Collateral Agent Notice (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have actually been transferred to the relevant Collateral Account shall be taken into account).

"Required Collateral Default Notice" means a notice (which may be given in any form agreed between the Collateral Agent and the Secured Instruments Collateral Provider, including but not limited to, electronic message, exchange of electronic files or by telephone) given in accordance with the relevant Triparty Account Control Agreement by the Collateral Agent to the Secured Instruments Collateral Provider and the Security Agent, specifying that a Required Collateral Default has occurred.

"Required MTM Collateral Value" means, in respect of a Collateral Pool and a Collateral Test Date, the greater of zero and the sum of each portion of the Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for such Collateral Test Date that relates to a Non-Waived Instrument of the relevant Series of Secured Instruments which are secured by such Collateral Pool, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Required Static Collateral Nominal Amount" means, in respect of a Collateral Pool which secures a Series of Secured Instruments and any relevant date, (a) in respect of Secured Instruments that are Secured Notes, the total aggregate principal amount of the Non-Waived Instruments of such Series of Secured Instruments; and (b) in respect of Secured Instruments, that are Secured W&C Instruments, the sum of the Notional Amount of each Non-Waived Instrument of such Series of Secured Instruments, each as determined by the Secured Instruments Valuation Agent.

"Security Agent" means The Bank of New York Mellon (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Security Agency Agreement and/or these Secured Static/Floating Instruments Conditions).

"Security Agency Agreement" means the Security Agency Agreement governed by New York law between the Security Agent, the Secured Instruments Collateral Provider and the Issuer as amended, restated and/or supplemented from time to time.

"Security Agent Amounts" means such amounts as the Security Agent from time to time determines, acting reasonably, that it shall require in order to satisfy any Extraordinary Security Agent Liabilities, having regard to any amounts received pursuant to Clause 2.6(d) (*Exculpatory Provisions*) of the Security Agency Agreement.

"Secured Parties" means the parties referred to in sub-paragraphs (a) to (f) (inclusive) of the definition of Order of Priority (each, a **"Secured Party"**).

"Secured Instruments Collateral Provider" means Merrill Lynch International (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Secured

Instruments Collateral Provider Agreement and/or these Secured Static/Floating Instruments Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Secured Instruments Collateral Provider.

"Secured Instruments Collateral Provider Agreement" means the agreement between, *inter alia*, Merrill Lynch International as Secured Instruments Collateral Provider and the Issuer as amended, restated and/or supplemented from time to time. **"Secured Instrument Event of Default"** has the meaning given in Secured Static/Floating Instruments Condition 4.8.

"Secured Instruments Valuation Agent" means Merrill Lynch International (or any substitute or replacement entity (including any Replacement Secured Instruments Valuation Agent) appointed in respect thereof pursuant to the terms of the Valuation Agency Agreement and/or these Secured Static/Floating Instruments Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Secured Instruments Valuation Agent.

"Specified Static Collateral Assets" has the meaning given in Secured Static/Floating Instruments Condition 9.2.

"Static Collateral Assets" means, in respect of a Series of Secured Instruments, Eligible Static Collateral Assets that are Delivered into and held in the Collateral Account relating to such Series of Secured Instruments.

"Static Collateral Hedge Termination Costs" means, in connection with any early redemption or early settlement of any Series of Secured Instruments, any losses or costs (expressed as a positive number) to the Issuer and/or its Affiliates that are incurred under then prevailing circumstances in unwinding any hedging arrangements in respect of the aggregate principal amount (in respect of Secured Instruments that are Secured Notes) or the aggregate Notional Amount (in respect of Secured Instruments that are Secured W&C Instruments) of each Non-Waived Instrument in such Series of Secured Instruments (including any cost of funding in respect of such hedging arrangements) and/or the Static Collateral Assets in the Collateral Pool which secures such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Static Collateral Specified Percentage" means the percentage specified as such in the applicable Final Terms.

"Static Collateral Test" means, in respect of a Collateral Pool and a Collateral Test Date, a determination as to whether the Pool Aggregate Collateral Nominal Amount in respect of such Collateral Test Date is greater than or equal to the Static Collateral Specified Percentage of the Required Static Collateral Nominal Amount in respect of such Collateral Test Date.

"Triparty Account Control Agreement" means the agreement to be entered into between the Collateral Agent, the Secured Instruments Collateral Provider and the Security Agent on each Issue Date specified in the applicable Final Terms for a Series of Secured Instruments, as amended, restated and/or supplemented from time to time.

"Undeliverable Collateral Assets" means Static Collateral Assets which the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to deliver in accordance with Secured Static/Floating Instruments Condition 6.8 due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event.

"Valuation Agency Agreement" means the agreement between, *inter alia*, the Secured Instruments Valuation Agent and the Issuer as amended, restated and/or supplemented from time to time.

"Waived Instrument" means, all Secured Instruments held by the Issuer or its Affiliates, including but not limited to, in its capacity as market maker (if applicable), and, in respect of each such Secured Instrument, the Issuer or its Affiliates shall be deemed to have waived its rights (a) to receive the proceeds of realisation of the Collateral Assets securing such Series of Secured Instruments (and where "Physical Delivery of Static Collateral Assets" is specified as applicable in the applicable Final Terms, delivery of the Static Collateral Assets) following the enforcement of the relevant Deed of Charge and Charged Documents or the cancellation of such

Series of Secured Instruments following the occurrence of a Collateral Asset Default and (b) to give an Acceleration Notice on the occurrence of a Secured Instrument Event of Default.

3. General

3.1 Issuer of Secured Instruments

MLBV may issue Secured Notes. MLBV and MLICo. may issue Secured W&C Instruments. References herein to "Issuer" shall be to MLBV and/or MLICo, as applicable.

The Secured Instruments will not be guaranteed by any entity. Each reference in the Notes Conditions and the W&C Instruments Conditions to "Guarantor", "MLBV/MLICo. Guarantee", "Guarantee" and "Guarantees" shall be deemed to be deleted in respect of Secured Notes and Secured W&C Instruments.

3.2 Security Agent

In relation to each Series of Secured Instruments, The Bank of New York Mellon shall be appointed as Security Agent and shall undertake the duties of Security Agent in respect of the Secured Static/Floating Instruments as set out below and in the applicable Final Terms, the relevant Deed of Charge and in the Security Agency Agreement. Each Party to the Security Agency Agreement has irrevocably and unconditionally waived, and each Secured Party is deemed to have irrevocably and unconditionally waived, any and all right to trial by jury in action, suit or counterclaim arising in connection with the Security Agency Agreement. The expression "Security Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Security Agent in respect thereof pursuant to the terms of the Security Agency Agreement.

In relation to each Series of Secured Instruments, the Security Agent will enter into a Deed of Charge. Under the terms of the relevant Deed of Charge:

- (a) the Secured Instruments Collateral Provider will covenant to the Security Agent for itself, the Holders of the Non-Waived Instruments and the other relevant Secured Parties under the Security Agency Agreement that it will duly and punctually pay or discharge the Issuer's obligations in respect of the Series of Secured Instruments to which the Deed of Charge relates and under the Charged Documents, the relevant Deed of Charge and the Security Agency Agreement (the "**Secured Obligations**"), provided that the covenant of the Secured Instruments Collateral Provider to pay the Secured Obligations shall be limited to an amount equal to the proceeds of enforcement of the Collateral Assets; the Secured Instruments Collateral Provider's covenant shall be satisfied only from those proceeds and the Security Agent shall have no remedy against the Secured Instruments Collateral Provider in relation to such covenant other than the enforcement of the security granted by the Deed of Charge; and
- (b) the Security Agent will hold the rights granted to it under the relevant Deed of Charge for itself, the Holders of the Non-Waived Instruments and the other relevant Secured Parties under the Security Agency Agreement.

In performing its role under the Programme, the Security Agent does not act as an advisor to or fiduciary or trustee for the Holders of the Secured Instruments or any other party and nothing in any of the documents relating to the Programme shall be interpreted to constitute the Security Agent as a trustee or fiduciary of the Issuer, the Secured Instruments Collateral Provider, the Holders or any other party.

3.3 Secured Instruments Collateral Provider

Merrill Lynch International shall undertake the duties of Secured Instruments Collateral Provider in respect of each Series of Secured Instruments as set out in these Secured Static/Floating Instruments Conditions and in the applicable Final Terms and as further provided for in the Secured Instruments Collateral Provider Agreement. The expression "Secured Instruments Collateral Provider" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Secured Instruments Collateral Provider in

respect thereof pursuant to the terms of the relevant Secured Instruments Collateral Provider Agreement.

3.4 **Collateral Agent**

The Bank of New York Mellon, London Branch shall undertake the duties of Collateral Agent in respect of each Series of Secured Instruments as set out in the relevant Triparty Account Control Agreement in respect of the relevant Series of Secured Instruments. The expression "Collateral Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Collateral Agent in respect thereof pursuant to the terms of the relevant Triparty Account Control Agreement.

3.5 **Custodian**

The Bank of New York Mellon, London Branch shall undertake the duties of Custodian to the Secured Instruments Collateral Provider in respect of each Series of Secured Instruments under the terms of the Custodian Agreement to the extent to which those terms relate to the Collateral Assets. The Custodian Agreement provides for the establishment of cash accounts and securities accounts in the name of the Secured Instruments Collateral Provider. The Secured Instruments Collateral Provider shall instruct the Custodian to open a segregated Collateral Account in respect of each Series of Secured Instruments and the relevant Collateral Account shall be operated by the Collateral Agent in accordance with the terms of the relevant Triparty Account Control Agreement. The expression "Custodian" shall include any substitute or replacement entity appointed as Custodian in respect thereof pursuant to the terms of the Custodian Agreement.

3.6 **Secured Instruments Valuation Agent**

Merrill Lynch International shall undertake the duties of Secured Instruments Valuation Agent in respect of the Secured Instruments as set out in these Secured Static/Floating Instruments Conditions and in the applicable Final Terms and as further provided for in the Valuation Agency Agreement. The expression "Secured Instruments Valuation Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity (including any Replacement Secured Instruments Valuation Agent) appointed as Secured Instruments Valuation Agent in respect thereof pursuant to the terms of the Valuation Agency Agreement.

In making determinations and calculations under these Secured Static/Floating Instruments Conditions, the Secured Instruments Valuation Agent shall act in good faith and in a commercially reasonable manner. In relation to each Series of Secured Instruments, the Secured Instruments Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders.

3.7 **Termination and Replacement**

Each of the Collateral Transaction Documents contain, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of such agreements and (other than in respect of the Custodian or the Collateral Agent) these Secured Static/Floating Instruments Conditions and may be effected without the consent of Holders, provided that, in respect of the appointment of a replacement Secured Instruments Valuation Agent in accordance with Secured Static/Floating Instrument Condition 6.11 and the Security Agency Agreement, the Security Agent shall not be required to consider the provisions regarding the appointment of a replacement Secured Instruments Valuation Agent contained in the Valuation Agency Agreement. No such termination or removal shall be effective until a replacement entity has been appointed. The Secured Instruments Valuation Agent shall be required to give notice to Holders of any such termination, removal and/or replacement in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). Any reference to a Collateral Arrangement Party in these Secured Static/Floating Instruments Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof.

A replacement Collateral Arrangement Party may only be appointed when the following conditions are fulfilled: the replacement Collateral Arrangement Party (other than the replacement Custodian or Collateral Agent): (i) is an institution incorporated and in good standing in the United States of America or one of the States thereof or in a state which is, as at the date of the relevant Collateral Transaction Document, a member state of the European Union or the United Kingdom; (ii) has the requisite resources and legal capacity to perform the duties imposed upon the relevant existing Collateral Arrangement Party under the relevant Collateral Transaction Document and is a recognised provider of the services provided by such Collateral Arrangement Party; (iii) is legally qualified and has the capacity to act as successor to the relevant Collateral Arrangement Party on the terms of the relevant Collateral Transaction Document; and (iv) whose performance of its duties under the relevant Collateral Transaction Document will not cause the Issuer and/or Secured Instruments Collateral Provider to become subject to tax in any jurisdiction where such successor is incorporated, established, doing business, has a permanent establishment or is otherwise considered tax resident.

The Security Agency Agreement contains, or will contain, provisions for the termination of such agreement and the removal or replacement of the Security Agent appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of the Security Agency Agreement and may be effected without the consent of Holders. No such termination or removal shall be effective until a replacement Security Agent has been appointed.

3.8 Notices

Where any provision of these Secured Static/Floating Instruments Conditions requires one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation and failure to obtain such confirmation shall not invalidate such notice).

4. Security

4.1 Security

The obligations of the Issuer in respect of the Secured Instruments will be secured by a Deed of Charge pursuant to which:

- (a) the Secured Instruments Collateral Provider charges by way of first fixed charge its rights and title in the Collateral Assets contained in one or more Collateral Accounts. The security interest granted shall be over all of the Secured Instruments Collateral Provider's rights in and to the Collateral Assets Delivered into and held from time to time in the relevant segregated account established with the Custodian pursuant to and in accordance with the applicable terms of the relevant Triparty Account Control Agreement and the Custodian Agreement for such purpose (the "**Collateral Account**"), excluding any interest or distributions paid on such Collateral Assets to the extent such amounts are not held in the relevant Collateral Account; and
- (b) the Secured Instruments Collateral Provider assigns by way of security its rights, title and interest in the Collateral Accounts (including, without limitation, any contractual interests or claims relating to such Collateral Accounts) and the Charged Documents,

in favour of the Security Agent to hold for itself and on behalf of, the relevant Holders and the other relevant Secured Parties under the Security Agency Agreement.

Following the delivery of a Collateral Enforcement Notice, any interest or distributions paid in respect of the Collateral Assets held in the Collateral Account will be credited to the Collateral Account and will be subject to the fixed charge set forth in paragraph (a) above (and such interest or distributions shall be deemed to be MTM Collateral Assets).

4.2 Collateral Pools

Each Series of Secured Instruments will be secured by a separate Collateral Pool comprising Collateral Assets held in a segregated Collateral Account.

4.3 Initial Collateral Assets

On the Issue Date of a Series of Secured Instruments, the Secured Instruments Collateral Provider shall:

- (a) deposit Static Collateral Assets in the relevant Collateral Account such that the Static Collateral Test will be satisfied on the Collateral Test Date falling on such Issue Date; and
- (b) deposit MTM Collateral Assets in the relevant Collateral Account such that the MTM Collateral Test will be satisfied on the Collateral Test Date falling on such Issue Date.

4.4 Adjustments to Collateral Assets

On the Collateral Business Day immediately preceding a Collateral Test Date, the Secured Instruments Valuation Agent will determine:

- (a) the portion of the Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for such Collateral Test Date that relates to each Non-Waived Instrument of the relevant Series of Secured Instruments and will use that value to determine the MTM Collateral Specified Percentage of the Required MTM Collateral Value; and
- (b) the Static Collateral Specified Percentage of the Required Static Collateral Nominal Amount,

and will send a Collateral Test Notice to the Collateral Agent by no later than 4.30 p.m. London time on such Collateral Test Date, or such other time as may be agreed between the Secured Instruments Collateral Provider and the Collateral Agent from time to time. On the Collateral Business Day immediately preceding a Collateral Test Date, the Secured Instruments Valuation Agent will notify the relevant Instrument Agent, with a copy to the Security Agent, of the aggregate principal amount or number, as applicable, of outstanding Non-Waived Instruments as of such date.

On each Collateral Test Date, the Collateral Agent will determine the Pool Aggregate Collateral Nominal Amount and will verify that the Static Collateral Test is satisfied.

On each Collateral Test Date, the Collateral Agent will calculate the Collateral Value of the MTM Collateral Assets in the Collateral Account and verify that the MTM Collateral Test is satisfied. When determining whether the Collateral Test is satisfied on a Collateral Test Date, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination provided that sufficient Eligible MTM Collateral Assets and Eligible Static Collateral Assets are held in the Custodian Account to effect such transfer and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

In determining whether the Collateral Test is satisfied, the Collateral Agent will verify that the relevant Collateral Assets comply with the eligibility criteria specified in the collateral schedule of the relevant Triparty Account Control Agreement. The Secured Instruments Collateral Provider shall be solely responsible for ensuring that the Eligibility Criteria specified in the applicable Final Terms is substantively identical to the eligibility criteria specified in the collateral schedule of the Triparty Account Control Agreement and the Collateral Agent shall not be liable to the Holders or any party for any discrepancy therein.

If, on the relevant Collateral Test Date, the Collateral Agent determines that the Collateral Test is not satisfied, the Collateral Agent will promptly send the Secured Instruments Collateral Provider a Collateral Agent Notice. On the date such Collateral Agent Notice is given, the Secured Instruments Collateral Provider will instruct the Collateral Agent to transfer sufficient

additional Eligible MTM Collateral Assets or Eligible Static Collateral Assets (as applicable) into the relevant Collateral Account to satisfy the Collateral Test.

The Secured Instruments Collateral Provider will ensure that sufficient Eligible MTM Collateral Assets and Eligible Static Collateral Assets are Delivered into the relevant Collateral Account on or before each Collateral Test Date to satisfy the Collateral Test in respect of such Collateral Test Date for the relevant Series of Secured Instruments.

4.5 **Substitution or withdrawal of Collateral Assets**

The Secured Instruments Collateral Provider may, subject to the terms of the relevant Triparty Account Control Agreement, withdraw and/or replace MTM Collateral Assets from the relevant Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. The Secured Instruments Collateral Provider will send or cause to be sent a notice to the Collateral Agent specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any MTM Collateral Assets to be deposited and/or removed).

The Issuer and the Secured Instruments Collateral Provider shall not be entitled to withdraw and/or replace Static Collateral Assets from the relevant Collateral Account on any day, provided that the Secured Instruments Collateral Provider may on any Collateral Test Date withdraw from the relevant Collateral Account an aggregate nominal amount of Static Collateral Assets equal to (a) in respect of Secured Instruments that are Secured Notes, the total aggregate principal amount of Non-Waived Instruments that are converted into Waived Instruments or (b) in respect of Secured Instruments that are Secured W&C Instruments, the sum of the Notional Amount of each Non-Waived Instrument that is converted into a Waived Instrument, if, following such withdrawal on such Collateral Test Date, (x) the Collateral Test continues to be satisfied, and (y) if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, the aggregate nominal amount of each Eligible Debt Security in the Basket of Eligible Debt Securities expressed as a percentage of the Pool Aggregate Collateral Nominal Amount on such Collateral Test Date is equal to its Eligible Debt Security Weighting.

4.6 **Delegation to Secured Instruments Collateral Provider**

The Issuer has, pursuant to the terms of the Secured Instruments Collateral Provider Agreement, delegated to the Secured Instruments Collateral Provider the role of managing each Collateral Pool to comply with the requirements of these Secured Static/Floating Instruments Conditions (including, but not limited to, compliance with Secured Static/Floating Instruments Conditions 4.3, 4.4 and 4.5).

4.7 **Required Collateral Default**

Following the occurrence of a Required Collateral Default, the Collateral Agent shall send a Required Collateral Default Notice to the Secured Instruments Collateral Provider and the Security Agent, specifying that a Required Collateral Default has occurred. The Secured Instruments Collateral Provider shall notify the Issuer of the Required Collateral Default Notice. The Security Agent shall as soon as reasonably practicable after receiving a Required Collateral Default Notice give notice to the relevant Instrument Agent and the relevant Instrument Agent will as soon as reasonably practicable give notice in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) or in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) to all relevant Holders of the receipt of a Required Collateral Default Notice.

4.8 **Secured Instrument Event of Default**

4.8.1 The occurrence of one or more of the following events shall constitute a "**Secured Instrument Event of Default**" with respect to any Series of Secured Instruments:

- (a) in respect of Secured Notes:

- (i) default shall be made in the payment of any amount of interest due in respect of any such Notes and the default continues for a period of 30 calendar days after the due date; or
- (ii) default shall be made in the payment of any principal of any such Notes or in the delivery when due of the Entitlement in respect of any such Notes (in each case whether at maturity or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date;
- (b) in respect of Secured W&C Instruments:
 - (i) default shall be made in the payment of any Additional Amount due in respect of any such Non-Waived Instruments and the default continues for a period of 30 calendar days after the due date; or
 - (ii) default shall be made in the payment of any Cash Settlement Amount or other termination amount of any such Non-Waived Instruments or in the delivery when due of the Entitlement in respect of any such Non-Waived Instruments (in each case whether at settlement or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date; or
- (c) the Issuer shall fail to perform or observe any other term, covenant or agreement contained in the Terms and Conditions applicable to any of such Secured Instruments or in the Agency Agreement for the period of 90 calendar days after the date on which written notice of such failure, requiring the Issuer, as the case may be, to remedy the same, first shall have been given to the relevant Instrument Agent (which will give notice to the Security Agent) and the Issuer by Holders of at least 33 per cent. of, (i) in respect of Secured Instruments that are Secured Notes, the aggregate principal amount of any such Non-Waived Instruments outstanding, or, (ii) in respect of Secured Instruments that are Secured W&C Instruments, the aggregate Notional Amount or by number (as applicable) of any such Non-Waived Instruments outstanding; or
- (d) a court having jurisdiction in the premises shall have entered a decree or order granting relief with respect to the Issuer in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of the Issuer or of all or substantially all of its property or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force and unstayed for a period of 60 consecutive calendar days; or
- (e) the Issuer shall institute proceedings for relief under any applicable bankruptcy, insolvency or any other similar law now or hereafter in effect, or shall consent to the institution of any such proceedings against it, or shall consent to the appointment of a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of it or of all or substantially all of its property, or shall make an assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing; or
- (f) a Required Collateral Default has occurred; or
- (g) any of (i) a failure by the Issuer and/or Secured Instruments Collateral Provider to comply with or perform any undertaking or obligation to be complied with or performed by it in accordance with the Security Agency Agreement or the relevant Deed of Charge if such failure is continuing after any applicable grace period has elapsed, the expiration or termination of such Security Agency Agreement or Deed of Charge, or (ii) the failing or cessation of such Security Agency Agreement or Deed of Charge, or any security granted by the Issuer and/or Secured Instruments Collateral Provider, to be in full force and effect prior to the satisfaction of all the obligations of such party under these Secured Static/Floating W&C Instruments Conditions or (iii) the Issuer and/or Secured Instruments Collateral Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Security Agency Agreement or Deed of Charge

(or such action is taken by any person or entity appointed or empowered to act on the Issuer's and/or Secured Instruments Collateral Provider's behalf).

If a Secured Instrument Event of Default shall occur and be continuing with respect to any Series of Secured Instruments, then any Holder may, at its option, send an Acceleration Notice through the relevant Clearing System to the relevant Instrument Agent. If the Holder(s) of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding send Acceleration Notice(s) through the relevant Clearing System to the relevant Instrument Agent, and if any such default is not waived in accordance with Secured Static/Floating Instruments Condition 4.8.4 below or cured by the Issuer prior to receipt by the relevant Instrument Agent of the latest of such Acceleration Notice(s) required to exceed the 33 per cent. threshold specified above, an "**Acceleration Event**" shall occur in respect of such Series of Secured Instruments.

4.8.2 The relevant Instrument Agent will as soon as reasonably practicable after the occurrence of an Acceleration Event send a notice (in or substantially in the form set out at Schedule 23 of the Agency Agreement) (an "**Acceleration Instruction**") to the Security Agent confirming that the Holders of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of the Non-Waived Instruments outstanding have delivered Acceleration Notices thereby instructing the Security Agent to:

- (a) deliver the notices specified in Secured Static/Floating Instruments Condition 6.1;
- (b) enforce the security constituted by the relevant Deed of Charge and distribute the proceeds (and, if applicable, physically settle the Entitlement), in each case, in accordance with its terms and the provisions of these Secured Static/Floating Instruments Conditions and the Security Agency Agreement;
- (c) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with these Secured Static/Floating Instruments Conditions; and
- (d) perform any further actions of the Security Agent specified in these Secured Static/Floating Instruments Conditions, the relevant Deed of Charge and the Security Agency Agreement or any reasonable incidental actions,

provided that if, at any time before the Security Agent has taken any steps to enforce the security constituted by the related Security Agency Agreement and/or Deed of Charge or a judgment or decree for payment of the money due with respect to such Secured Instruments has been obtained by any Holder, the Security Agent is notified in writing by the relevant Instrument Agent that the occurrence of an Acceleration Event and its consequences have been rescinded and annulled in accordance with Secured Static/Floating Instruments Condition 4.8.3 below, then such Acceleration Instruction shall be deemed not to have been given and the Security Agent shall be entitled to rely on any such notification from the relevant Instrument Agent without further enquiry and shall incur no liability to the Holders or any other party for any action taken or not taken prior to or as a result of such notification.

4.8.3 At any time following the occurrence of an Acceleration Event and before (i) the Security Agent has taken any steps to enforce the security constituted by the related Security Agency Agreement and/or Deed of Charge or (ii) a judgment or decree for payment of the money due with respect to such Secured Instruments has been obtained by any Holder, the occurrence of an Acceleration Event and its consequences may be rescinded and annulled upon the written consent of Holders of a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding, or by resolution adopted by a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are

Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding present or represented at a meeting of Holders at which a quorum is present, as provided in the Agency Agreement, if:

- (a) (i) the Issuer has paid, or has deposited with the relevant Clearing System, a sum sufficient to pay:
 - (A) in respect of Secured Notes:
 - (1) all overdue amounts of interest on such Secured Notes;
 - (2) the principal of such Secured Notes which has become due otherwise by such declaration of acceleration; or
 - (B) in respect of Secured W&C Instruments:
 - (1) all overdue Additional Amounts on such Secured W&C Instruments;
 - (2) the Cash Settlement Amount or other termination amount of such Secured W&C Instruments which has become due otherwise than by such declaration of acceleration; or
- (ii) in the case of Secured Instruments to be settled by physical delivery, the Issuer has delivered the relevant assets to any agent appointed by the Issuer to deliver such assets to the Holders of the Non-Waived Instruments; and
- (b) all Secured Instrument Events of Default with respect to such Secured Instruments, other than the non-payment of the applicable principal amount, Cash Settlement Amount or other termination amount of such Secured Instruments which has become due solely by such declaration of acceleration, have been cured or waived as provided in Secured Static/Floating Instruments Condition 4.8.4 below.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

- 4.8.4 Any default by the Issuer and/or Secured Instruments Collateral Provider, other than the events described in Secured Static/Floating Instruments Condition 4.8.1(a) or Secured Static/Floating Instruments Condition 4.8.1(b), and other than an event described in Secured Static/Floating Instruments Condition 4.8.1(c) in respect of a covenant or provision of the Terms and Conditions which cannot be amended or modified without the passing of an Extraordinary Resolution of Holders, may be waived by the written consent of Holders of a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding affected thereby, or by resolution adopted by a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding present or represented at a meeting of Holders affected thereby at which a quorum is present, as provided in the Agency Agreement. Upon any such waiver, such default shall cease to exist, and any Secured Instrument Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the Agency Agreement, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.
- 4.8.5 Notes Condition 11 (*Events of Default and Rights of Acceleration*) shall not apply in respect of Secured Notes.
- 4.8.6 Notwithstanding anything to the contrary in the Secured Instruments Conditions or any other agreement, a holder shall not be permitted to exercise any default right with respect to any Secured Instrument or the Collateral Transaction Documents that is related, directly or indirectly, to an affiliate (as such term is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k)) of the Issuer becoming subject to a receivership, insolvency, resolution or similar proceeding (an "**Insolvency Proceeding**"). However, nothing in this paragraph shall

restrict the exercise by a holder of any default right against the Issuer with respect to the Secured Instrument that arises as a result of (i) the Issuer becoming subject to an Insolvency Proceeding, (ii) the Issuer not satisfying a payment or delivery obligation pursuant to such Secured Instrument, or (iii) the failure of the Secured Instrument Collateral Provider, or any transferee thereof, to satisfy a payment or delivery obligation pursuant to the Collateral Transaction Documents or any other credit enhancement that supports the Secured Instrument. After an affiliate of the Issuer becomes subject to an Insolvency Proceeding, a Holder seeking to exercise a default right against the Issuer with respect to the Secured Instrument or the Collateral Transaction Documents shall have the burden of proof, by clear and convincing evidence, that the exercise of such default right is permitted thereunder. For purposes of this paragraph, "default right" has the meaning assigned to that term in, and shall be interpreted in accordance with 12 C.F.R. § 252.81, 12 C.F.R. § 382.1 and 12 C.F.R. § 47.1, as applicable.

- 4.8.7 Nothing in the Secured Instruments Conditions or the Collateral Transaction Documents shall prohibit the transfer of the Collateral Transaction Documents, any interest or obligation in or under such Collateral Transaction Documents, or any property securing such Collateral Transaction Documents to a transferee upon or following an affiliate (as such term is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k)) of the Issuer becoming subject to an Insolvency Proceeding.

4.9 Status

4.9.1 Secured Notes

Notes Condition 3 (*Status of the Notes and the Guarantees*) shall not apply to the Secured Notes. The Secured Notes constitute direct, limited recourse, unsubordinated and secured obligations of the Issuer and rank equally among themselves.

Notwithstanding Notes Condition 3 (*Status of the Notes and the Guarantees*), the obligations of the Guarantor under the Guarantees shall not apply to Secured Notes. **The Secured Notes are not guaranteed by the Guarantor or any other entity.**

4.9.2 Secured W&C Instruments

W&C Instruments Condition 2 (*Status of the W&C Instruments and MLBV/MLICo. Guarantee*) shall not apply to the Secured W&C Instruments. The Secured W&C Instruments constitute direct, limited recourse, unsubordinated and secured obligations of the Issuer and rank equally among themselves.

Notwithstanding W&C Instruments Condition 2 (*Status of the W&C Instruments and MLBV/MLICo. Guarantee*), the obligations of the Guarantor under the MLBV/MLICo. Guarantee shall not apply to Secured W&C Instruments. **The Secured W&C Instruments are not guaranteed by the Guarantor or any other entity.**

5. Secured Instruments Collateral Provider, Collateral Agent, Custodian, Security Agent, Secured Instruments Valuation Agent and relevant Instrument Agent

In relation to each Series of Secured Instruments, the Secured Instruments Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. In relation to each issue of Secured Instruments, the Collateral Agent acts solely as an agent of the Secured Instruments Collateral Provider, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders or the Issuer.

The Secured Instruments Collateral Provider acts as an arms-length third party and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. For the avoidance of doubt, the Custodian does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders, the Issuer or the Security Agent.

In acting in connection with any Series of Secured Instruments, the Security Agent does not act as an advisor to or fiduciary or trustee for the Holders or any other party and nothing in any of the documents relating to the Programme shall be interpreted to constitute the Security Agent

as a trustee or fiduciary of the Issuer, the Secured Instruments Collateral Provider, the Holders or any other party.

All calculations and determinations made in respect of the Secured Instruments by the Secured Instruments Collateral Provider, Collateral Agent and Secured Instruments Valuation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Holders and the Security Agent (as applicable).

Each of the Secured Instruments Collateral Provider and Secured Instruments Valuation Agent may, with the consent of the Issuer, delegate any of their obligations and functions to a third party as provided for in the Secured Instruments Collateral Provider Agreement, Valuation Agency Agreement and each Triparty Account Control Agreement, as applicable. The Collateral Agent may delegate any of its obligations and functions to a third party as provided for in the relevant Triparty Account Control Agreement.

In acting in connection with any Series of Secured Instruments, the relevant Instrument Agent shall act solely as an agent of the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the Holders of such Secured Instruments.

6. Default, Enforcement and Realisation

6.1 Acceleration and Enforcement of Collateral

If the Security Agent receives an Acceleration Instruction, the Security Agent shall (acting in accordance with such Acceleration Instruction), as soon as reasonably practicable:

- (i) deliver a Collateral Enforcement Notice (in or substantially in the form annexed to the relevant Deed of Charge) in respect of such Series of Secured Instruments to each of the Issuer, the Secured Instruments Collateral Provider and the relevant Instrument Agent;
- (ii) deliver a Notice of Exclusive Control (in or substantially in the form annexed to the relevant Triparty Account Control Agreement) in respect of the Collateral Account of such Series of Secured Instruments to the Collateral Agent;
- (iii) give notice to the relevant Instrument Agent of the occurrence of an Acceleration Event and the delivery of such Collateral Enforcement Notice and Notice of Exclusive Control and the relevant Instrument Agent will give notice of the same in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) or, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) to all relevant Holders; and
- (iv) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with the Secured Static/Floating Instruments Conditions.

Upon delivery of the Collateral Enforcement Notice, all Secured Instruments in respect of which the Collateral Enforcement Notice is served will become immediately due and repayable at their Early Redemption/Settlement Amount and, where "Physical Delivery of Collateral Assets" is specified to be applicable in the applicable Final Terms, such Secured Instruments will also be subject to settlement in accordance with Secured Static/Floating Instruments Condition 6.9.

As soon as reasonably practicable following the delivery of a Collateral Enforcement Notice, the Issuer shall, and shall procure that its Affiliates that hold Waived Instruments, of the Series of Secured Instruments in respect of which the Collateral Enforcement Notice is served, submit such Waived Instruments for cancellation free of payment and, following such cancellation, the Secured Instruments Valuation Agent shall notify the Security Agent of the principal amount or number, as applicable, of outstanding Non-Waived Instruments of such Series.

6.2 Definition of "Early Redemption/Settlement Amount"

- 6.2.1 Following notification of the MTM Collateral Enforcement Proceeds and, where "Physical Delivery of Static Collateral Assets" is specified to be not applicable in the applicable Final Terms, the Static Collateral Enforcement Proceeds by the Security Agent or the Disposal Agent

(acting on behalf of and at the instruction of the Security Agent) to the Secured Instruments Valuation Agent in accordance with Secured Static/Floating Instruments Condition 6.3, the Early Redemption/Settlement Amount payable in respect of a Non-Waived Instrument of such Series shall be determined by the Secured Instruments Valuation Agent in accordance with paragraph (a) or (b) below (as applicable):

- (a) if the applicable Final Terms specify "Physical Delivery of Static Collateral Assets" to be not applicable, an amount in the Settlement Currency equal to the greater of zero and the sum of:
 - (i) the lesser of:
 - (A) an amount equal to the portion of the Marked-to-Market Derivative Hedge Value that relates to such Non-Waived Instrument, determined in respect of the Derivative Hedge Valuation Time for the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice; and
 - (B) the difference between (I) the Adjusted MTM Collateral Enforcement Proceeds Share minus (II) such Non-Waived Instrument's *pro rata* share of the Derivative Hedge Termination Costs; plus
 - (ii) the difference between (A) the Static Collateral Enforcement Proceeds Share minus (B) such Non-Waived Instrument's *pro rata* share of the Static Collateral Hedge Termination Costs; or
- (b) if the applicable Final Terms specify "Physical Delivery of Static Collateral Assets" to be applicable, an amount in the Settlement Currency equal to the greater of zero and the lesser of:
 - (i) an amount equal to the portion of the Marked-to-Market Derivative Hedge Value that relates to such Non-Waived Instrument, determined in respect of the Derivative Hedge Valuation Time for the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice; and
 - (ii) the difference between (A) the MTM Collateral Enforcement Proceeds Share minus (B) the sum of (I) such Non-Waived Instrument's *pro rata* share of the Derivative Hedge Termination Costs, plus (II) such Non-Waived Instrument's *pro rata* share of the Static Collateral Hedge Termination Costs.

6.2.2 For the purposes of these Secured Static/Floating Instruments Conditions, the following definitions will apply:

"Adjusted MTM Collateral Enforcement Proceeds Share" means the sum of the MTM Collateral Enforcement Proceeds Share plus the Excess Static Collateral Enforcement Proceeds Share, as determined by the Secured Instruments Valuation Agent.

"Collateral Enforcement Proceeds" means the sum of the MTM Collateral Enforcement Proceeds plus the Static Collateral Enforcement Proceeds (if any), as determined by the Secured Instruments Valuation Agent.

"Collateral Enforcement Proceeds Share" means the sum of the MTM Collateral Enforcement Proceeds Share plus the Static Collateral Enforcement Proceeds Share (if any), as determined by the Secured Instruments Valuation Agent, as determined by the Secured Instruments Valuation Agent.

"Excess Static Collateral Enforcement Proceeds Share" means, in respect of a Non-Waived Instrument, the greater of zero and the difference between (a) the Static Collateral Enforcement Proceeds Share minus (b) the sum of (i) in respect of Secured Instruments that are Secured Notes, the principal amount of such Non-Waived Instrument (equal to the specified denomination of such Non-Waived Instrument) or, in respect of Secured Instruments that are Secured W&C Instruments, the Notional Amount of such Non-Waived Instrument plus (ii) such

Non-Waived Instrument's *pro rata* share of the Static Collateral Hedge Termination Costs, as determined by the Secured Instruments Valuation Agent.

"MTM Collateral Enforcement Proceeds" means the net proceeds of realisation of, or enforcement with respect to, the relevant MTM Collateral Assets in a Collateral Pool following payment of all amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.

"MTM Collateral Enforcement Proceeds Share" means, in respect of a Series of Secured Instruments, the *pro rata* share of the MTM Collateral Enforcement Proceeds attributable to each Non-Waived Instrument in such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent.

"Static Collateral Enforcement Proceeds" means the net proceeds of realisation of, or enforcement with respect to, the relevant Static Collateral Assets (excluding, if "Physical Delivery of Static Collateral Assets" is applicable, any Static Collateral Assets that are Deliverable in accordance with Secured Static/Floating Instruments Condition 6.9) in a Collateral Pool following payment of all amounts (to the extent that the proceeds of realisation of the MTM Collateral Assets are insufficient to make payment of any such amounts) payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.

"Static Collateral Enforcement Proceeds Share" means, in respect of a Series of Secured Instruments, the *pro rata* share of the Static Collateral Enforcement Proceeds attributable to each Non-Waived Instrument in such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent.

6.3 Enforcement and Realisation

Following delivery of a Collateral Enforcement Notice in respect of the relevant Series of Secured Instruments, the Security Agent (acting in accordance with an Acceleration Instruction) shall enforce the security constituted by the relevant Deed of Charge relating to the relevant Collateral Pool in accordance with the terms thereof and these Secured Static/Floating Instruments Conditions (as completed by the applicable Final Terms) and the terms of the Security Agency Agreement and will give instructions to the Disposal Agent to effect a liquidation and realisation of the Collateral Assets in the Collateral Pool which secures such Series of Secured Instruments in the following manner:

- (a) if "Physical Delivery of Static Collateral Assets" is specified not to apply in the applicable Final Terms, by liquidating or realising all Collateral Assets in the Collateral Pool which secures such Series of Secured Instruments in accordance with Secured Static/Floating Instruments Condition 6.7; or
- (b) if "Physical Delivery of Static Collateral Assets" is specified to be applicable in the applicable Final Terms:
 - (i) firstly, by liquidating or realising the MTM Collateral Assets in the Collateral Pool which secures such Series of Secured Instruments in accordance with Secured Static/Floating Instruments Condition 6.7;
 - (ii) secondly, to the extent the proceeds available following the liquidation and realisation of the MTM Collateral Assets in the Collateral Pool under subparagraph (b)(i) above are insufficient to make payment of any amounts payable to the Secured Parties ranking prior to the Holders of the Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms, by liquidating or realising an amount of Static Collateral Assets sufficient to make the remainder of such payments in accordance with Secured Static/Floating Instruments Condition 6.7 and such proceeds will not be distributed to Holders but will be distributed to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the

applicable Final Terms, provided that if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, the amount of each Eligible Debt Security in the Basket of Eligible Debt Securities liquidated or realised pursuant to this paragraph shall be proportionate to the Eligible Debt Security Weighting of such Eligible Debt Security; and

- (iii) thirdly, by liquidating or realising an amount of Static Collateral Assets sufficient to derive proceeds equal in value to any Hedge Termination Costs Shortfall in accordance with Secured Static/Floating Instruments Condition 6.7 and such proceeds will not be distributed to Holders but will be distributed to the Secured Parties ranking after the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms, provided that if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, the amount of each Eligible Debt Security in the Basket of Eligible Debt Securities liquidated or realised pursuant to this paragraph shall be proportionate to the Eligible Debt Security Weighting of such Eligible Debt Security,

the aggregate nominal amount of Static Collateral Assets remaining in the relevant Collateral Account following such liquidation or realisation in accordance with subparagraph (b)(ii) and (iii) above, the "**Remaining Static Collateral Assets**". The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall notify the Secured Instruments Valuation Agent of the Static Collateral Assets comprising the Remaining Static Collateral Assets.

6.4 Liability of the Security Agent

The Security Agency Agreement contains provisions setting out the standards of liability of the Security Agent including providing that:

- (a) in the event that any Secured Party directs the Security Agent to effect the liquidation and realisation of the Collateral Assets in the Collateral Pool which secures the relevant Series of Secured Instruments in a manner that is in accordance with the exact provisions of the Acceleration Instruction, the Security Agent shall not be under any obligation to take any further action (without prejudice to its ability to instruct the Disposal Agent to liquidate and realise the Collateral Assets for the purpose of funding the Security Agent Amounts) if it reasonably believes that (i) it would not be able to recover the Security Agent Amounts that would be incurred in connection with such action from the relevant Collateral Assets or otherwise and/or (ii) it would experience an unreasonable delay in doing so; and
- (b) in the event that any Secured Party directs the Security Agent to effect the liquidation and realisation of the Collateral Assets in the Collateral Pool which secures the relevant Series of Secured Instruments in a manner other than in accordance with the exact provisions of the Acceleration Instruction, the Security Agent shall not be under any obligation to take any action unless it has first been indemnified and/or secured and/or pre-funded to its satisfaction

and, in each case, the Security Agent shall have no liability for any such failure to act.

The Security Agent will not, in the absence of its own gross negligence, fraud and wilful misconduct, have any liability in connection with its role under or for the purposes of these Secured Static/Floating Instruments Conditions and it will have no regard to the effect of such action on individual Holders. In no event shall the Security Agent be liable for any special, indirect or consequential loss or any punitive damages including (without limitation) any lost profits.

For the avoidance of doubt, the Security Agent shall be entitled to rely without enquiry on an Acceleration Instruction delivered by the Instrument Agent and on any notice of revocation of such Acceleration Instruction pursuant to Condition 4.8.2 and shall have no obligation to monitor or verify whether the relevant threshold has been met or to monitor or verify whether

any Holder that has delivered an Acceleration Notice holds Waived Instruments or Non-Waived Instruments.

6.5 Enforcement and realisation by Holders

No Holder shall be entitled to enforce a Deed of Charge or to proceed directly against the Secured Instruments Collateral Provider to enforce the other provisions of a Charged Document unless the Security Agent, having become bound to so enforce or proceed, fails so to do within a reasonable time and such failure is continuing or the Security Agent is prevented from enforcing a Deed of Charge by any court order. If a Holder becomes so entitled, then such Holder shall not be entitled to enforce the relevant Deed of Charge or Charged Document in the United Kingdom.

If the Security Agent becomes bound to enforce a Deed of Charge or a Charged Document and fails to do so within a reasonable time and such failure is continuing or the Security Agent is prevented from enforcing a Deed of Charge by any court order, then, without prejudice to the paragraph above, Holder(s) of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding may remove the Security Agent and appoint a replacement Security Agent in accordance with Secured Static/Floating Instrument Condition 3.7 and the terms of the Security Agency Agreement.

Neither the Issuer nor any Holder shall be entitled to enforce a Triparty Account Control Agreement or the Custodian Agreement or to proceed directly against the Collateral Agent or the Custodian to enforce the terms of the relevant Triparty Account Control Agreement or the Custodian Agreement (as applicable). Neither the Collateral Agent nor the Custodian shall have any liability to the Issuer or any Holder as to the consequence of any actions taken by the Collateral Agent or Custodian (as applicable).

6.6 Application and distribution of proceeds of enforcement

- 6.6.1 In connection with the enforcement of the security constituted by the relevant Deed of Charge, after the realisation and liquidation of the relevant Collateral Assets specified in Secured Static/Floating Instruments Condition 6.3 in accordance with Secured Static/Floating Instruments Condition 6.7, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall firstly use the proceeds of such realisation and liquidation of the MTM Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms. To the extent that the proceeds of the realisation and liquidation of the MTM Collateral Assets are insufficient to make payments of any amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall use the proceeds of any realisation and liquidation of the Static Collateral Assets to make payments of any such outstanding amounts.
- 6.6.2 Following such payments, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall notify the Secured Instruments Valuation Agent of the MTM Collateral Enforcement Proceeds and, where "Physical Delivery of Static Collateral Assets" is specified to be not applicable in the applicable Final Terms, the Static Collateral Enforcement Proceeds. The Secured Instruments Valuation Agent shall then determine the Early Redemption/Settlement Amount in respect of each Non-Waived Instrument in accordance with Secured Static/Floating Instruments Condition 6.2 and shall notify such amount to the Security Agent, the Disposal Agent and to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*).
- 6.6.3 Subject as provided below, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security

Agent) shall apply the remaining proceeds from the realisation of the relevant Collateral Assets in a Collateral Pool (excluding, if "Physical Delivery of Static Collateral Assets" is applicable, any Static Collateral Assets that are deliverable in accordance with Secured Static/Floating Instruments Condition 6.9) in meeting the claims of Holders in respect of the Early Redemption/Settlement Amount payable under each Non-Waived Instrument which is secured by the relevant Collateral Pool. Notwithstanding the foregoing, the proceeds of any Static Collateral Assets realised or liquidated in accordance with Secured Static/Floating Instruments Condition 6.3(b)(iii) will not be distributed to Holders but will be distributed to the Secured Parties ranking after the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.

If the Collateral Enforcement Proceeds Share for a particular Non-Waived Instrument is greater than the Early Redemption/Settlement Amount of such Non-Waived Instrument, then such excess amount will not be distributed to such Holder but will be distributed to the Secured Parties ranking after the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.

- 6.6.4 The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall determine the date for distribution of the remaining proceeds to Holders in accordance with Secured Static/Floating Instruments Condition 6.6.3 and shall notify such date to the relevant Instrument Agent and the relevant Instrument Agent shall notify Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*).
- 6.6.5 Moneys held by the Security Agent shall be deposited in its name in an account at such bank or other financial institution as the Security Agent may, acting in good faith and in a commercially reasonable manner, think fit. Any interest paid by such bank or financial institution on such moneys shall be deemed to be MTM Collateral Assets.
- 6.6.6 To the extent that any proceeds from the liquidation or realisation of the relevant Collateral Assets in a Collateral Pool are not in the Settlement Currency, then such proceeds shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), having regard to then-current rates of exchange. Any rate, method and date so specified shall be binding on the Issuer, the Secured Instruments Collateral Provider and the Holders.

6.7 **Method of realisation of Collateral Assets**

Subject as may otherwise be provided for in these Secured Static/Floating Instruments Conditions, in effecting the sales, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may sell the relevant Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may effect sales of the Collateral Assets (a) on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (b) in the over-the-counter market or (c) in transactions otherwise than on such exchanges or in the over-the counter market.

Where the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) disposes of any Collateral Assets other than on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted then:

- (a) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall seek firm bid quotations from at least three independent dealers in assets similar in nature to the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of a designated part or proportion thereof, as it considers appropriate in order to maximise the proceeds of the sale of such Collateral Assets);

- (b) for the purposes of obtaining the quotations referred to in (a) above, the Security Agent or the Disposal Agent may itself provide a bid in respect of the relevant Collateral Assets or any part or proportion thereof; and
- (c) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be authorised to accept without liability to any party in respect of each relevant part or proportion of the Collateral Assets or, as applicable, the entirety of the relevant Collateral Assets the highest quotation so obtained (which may be a quotation from the Security Agent or the Disposal Agent (when providing such quotations itself, the Security Agent or the Disposal Agent shall act in a commercially reasonable manner)).

Notwithstanding any other provision of these Secured Static/Floating Instruments Conditions, following receipt by the Security Agent of notice of an Acceleration Event, the Security Agent shall be entitled in its sole discretion to instruct the Disposal Agent to liquidate, dispose or realise any of the Collateral Assets at any time and without regard to any of the provisions of the Secured Static/Floating Instruments Conditions with respect to method, price or time of such realisation, in order to satisfy any Security Agent Amounts, and without liability to any party for any such action.

6.8 Inability to realise Collateral Assets

If the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to sell the relevant Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of one or more Collateral Assets, in each case pursuant to Secured Static/Floating Instruments Condition 6.6, for a period of one year from the date of the relevant Acceleration Instruction (such Collateral Assets being "**Non-Realised Collateral Assets**"), then notwithstanding any other provision hereof, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be entitled without liability to any party to sell such Non-Realised Collateral Assets by accepting the first available price for such Non-Realised Collateral Assets.

6.9 Physical Delivery of Static Collateral Assets

6.9.1 The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) will notify the relevant Instrument Agent and the relevant Instrument Agent will notify Holders of Non-Waived Instruments of the relevant Series of Secured Instruments of the relevant Collateral Delivery Date in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) and:

- (a) the Secured Instruments Valuation Agent shall aggregate the Unrounded Collateral Assets Entitlement in respect of all Non-Waived Instruments of such Series held by each such Holder and will round down each Static Collateral Asset comprising such aggregated Unrounded Collateral Assets Entitlement to the nearest tradable unit of such Static Collateral Asset (the "**Entitlement**" in respect of such Holder);
- (b) the Secured Instruments Valuation Agent shall notify the Entitlement in respect of each Holder to the Security Agent and the Disposal Agent and to the Holders in accordance with , in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*);
- (c) the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall deliver the relevant Entitlement to the Holders of the Non-Waived Instruments secured by the relevant Collateral Pool in accordance with the method of transfer of Collateral Assets specified, in respect of Secured Notes, in Physical Delivery Note Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, in W&C Instruments Condition 25(C)(b) or 32(C)(b), (provided that no Expenses shall be payable), as applicable (and each reference therein to "Issuer" shall be

deemed to be a reference to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)"); and

- (d) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall realise and liquidate in accordance with Secured Static/Floating Instruments Condition 6.7 the number or fraction of Collateral Assets which is not possible to deliver to a Holder following rounding by the Secured Instruments Valuation Agent in accordance with sub-paragraph (a) above as notified to the Security Agent and the Disposal Agent in accordance with sub-paragraph (b) above and shall notify the Secured Instruments Valuation Agent of the amount of the proceeds of such realisation and liquidation. The Secured Instruments Valuation Agent shall determine the *pro rata* share of the proceeds of such realisation and liquidation of each Holder whose Entitlement is subject to rounding (determined by the Secured Instruments Valuation Agent in respect of each Holder, on the basis of the difference between the aggregated Unrounded Collateral Assets Entitlement of such Holder minus the Entitlement of such Holder) (such amount, the "**Fractional Cash Amount**" in respect of such Holder) and shall notify the Fractional Cash Amount in respect of each Holder to the Security Agent and the Disposal Agent and to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) or, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). The Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall pay the relevant Fractional Cash Amount to each Holder.

6.9.2 Delivery of such Entitlement and payment of such Fractional Cash Amount shall fully extinguish the Issuer's obligations in respect of the principal amount (in respect of Secured Instruments that are Secured Notes) or the Notional Amount (in respect of Secured Instruments that are Secured W&C Instruments) of the relevant Secured Instruments, as the case may be, notwithstanding that the value of the Entitlement so delivered and Fractional Cash Amount so paid may be less than the market value and/or nominal value of the relevant Secured Instrument.

6.9.3 W&C Instruments Condition 5 shall not apply in respect of Secured W&C Instruments.

6.9.4 Physical Note Condition 3 (*Settlement Disruption Event*), Physical Note Condition 4 (*Failure to Deliver due to Illiquidity*) and Physical Note Condition 5 (*Option to Vary Settlement*) shall not apply in respect of Secured Notes.

6.9.5 For the purposes of these Secured Static/Floating Instruments Conditions, the following definitions will apply:

"Collateral Delivery Date" means, in relation to a Series of Secured Instruments where "Physical Delivery of Static Collateral Assets" is applicable, the date on which the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) intends to deliver the Entitlement to Holders.

"Hedge Termination Costs Shortfall" means the greater of zero and an amount equal to the difference between (a) the sum of (i) the Derivative Hedge Termination Costs plus (ii) the Static Collateral Hedge Termination Costs, minus (b) the MTM Collateral Enforcement Proceeds, as determined by the Secured Instruments Valuation Agent.

"Remaining Static Collateral Assets" has the meaning given in Secured Static/Floating Instruments Condition 6.3(b).

"Relevant Number" means:

- (a) in respect of Secured Instruments that are Secured Notes, the aggregate principal amount outstanding of Non-Waived Instruments of a Series of Secured Instruments divided by the specified denomination of each Non-Waived Instrument of such Series of Secured Instruments; and
- (b) in respect of Secured Instruments that are Secured W&C Instruments, the number of Non-Waived Instruments of a Series of Secured Instruments.

"Unrounded Collateral Assets Entitlement" means, for each Non-Waived Instrument in a Series of Secured Instruments, Static Collateral Assets with an aggregate nominal amount equal to the quotient of (a) the Remaining Static Collateral Assets in respect of the Collateral Pool which secures such Series of Secured Instruments, divided by (b) the Relevant Number of Non-Waived Instruments of such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent, provided that if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, and such Remaining Static Collateral Assets comprise the Basket of Eligible Debt Securities, the aggregate nominal amount of each Eligible Debt Security in the Basket of Eligible Debt Securities expressed as a percentage of the Unrounded Collateral Assets Entitlement shall be equal to the Eligible Debt Security Weighting of such Eligible Debt Security.

6.9.6 This Condition 6.9 shall not apply to Secured Instruments which are Rule 144A Instruments.

6.10 Physical Delivery of Collateral Assets Disruption Event

6.10.1 If, in the opinion of the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), delivery of all or some of the Static Collateral Assets forming part of the Entitlement using the method of delivery specified in respect of Secured Notes, in Physical Delivery Note Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, in W&C Instruments Condition 25(C)(b) or 32(C)(b) (as applicable and as notified to the Disposal Agent by the Security Agent), or such other commercially reasonable manner as the Security Agent, or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), has determined, is not practicable by reason of a Physical Delivery of Collateral Assets Disruption Event having occurred and continuing on any Collateral Delivery Date, then such Collateral Delivery Date shall be postponed to the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may elect in its sole discretion and without liability to any party to deliver the Static Collateral Assets forming part of the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) deems appropriate in connection with delivery of the Static Collateral Assets forming part of the Entitlement in such other commercially reasonable manner.

Where a Physical Delivery of Collateral Assets Disruption Event affects some but not all of the Static Collateral Assets forming part of the Entitlement due to be delivered to a Holder, the Collateral Delivery Date for those Static Collateral Assets forming part of the Entitlement which are able to be delivered will be the Collateral Delivery Date on which such Static Collateral Assets are delivered.

6.10.2 If delivery of any Static Collateral Assets forming part of the Entitlement is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days, then in lieu of physical settlement and notwithstanding any other provision hereof, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall sell or realise the Undeliverable Collateral Assets in the manner set out in Secured Static/Floating Instruments Condition 6.7 and deliver the proceeds thereof to Holders.

6.10.3 If the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to either sell the Undeliverable Collateral Assets on any securities exchange or quotation service on which the Undeliverable Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of the Collateral Assets, in each case pursuant to Secured Static/Floating Instruments Condition 6.7, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be entitled, without the Security Agent or the Disposal Agent incurring any liability to any party, to accept the first available price for such Undeliverable Collateral Assets.

The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), shall give notice as soon as practicable to the relevant Instrument Agent and

the relevant Instrument Agent will give notice as soon as practicable to Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) or, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) that a Physical Delivery of Collateral Assets Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Non-Waived Instruments in the event of any delay in the delivery of the Collateral Assets forming part of the Entitlement due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event and no liability in respect thereof shall attach to the Issuer, the Secured Instruments Collateral Provider, the Security Agent or the Disposal Agent.

6.10.4 This Condition 6.10 shall not apply to Secured Instruments which are Rule 144A Instruments.

6.11 **Replacement Secured Instruments Valuation Agent**

If, following the delivery of a Collateral Enforcement Notice, the Secured Instruments Valuation Agent fails to make the applicable calculations and determinations specified in this Secured Static/Floating Instruments Condition 6, or fails to notify the Security Agent or the Disposal Agent of the results of such calculations and determinations, within a reasonable time and in any event within 20 Collateral Business Days of receipt of a written request from the Security Agent and/or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) that it make such calculations and determinations, then the Security Agent shall as soon as reasonably practicable appoint a replacement Secured Instruments Valuation Agent (a "**Replacement Secured Instruments Valuation Agent**") in accordance with Secured Static/Floating Instruments Condition 3.7.

7. **Segregation of Collateral Pools and Limited Recourse and Non-Petition**

By acquiring and holding Secured Instruments, Holders will be deemed to acknowledge and agree that the obligations of the Issuer to the Holders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Series of Secured Instruments. If:

- (a) there are no relevant Collateral Assets in the relevant Collateral Pool remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the relevant Collateral Assets in the relevant Collateral Pool have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the relevant Deed of Charge, the Security Agency Agreement and these Secured Static/Floating Instruments Conditions; and
- (c) there are insufficient amounts available from the relevant Collateral Assets in the relevant Collateral Pool to pay in full, in accordance with the provisions of the relevant Deed of Charge, the Security Agency Agreement and these Secured Static/Floating Instruments Conditions, amounts outstanding under the Secured Instruments (including payments of principal, premium (if any) and interest),

then the Holders of such Secured Instruments shall have no further claim against the Issuer or the Secured Instruments Collateral Provider in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Secured Instruments). In particular, no Holder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Secured Instruments held by such Holder. The Secured Instruments are not guaranteed by the Guarantor or any other entity and therefore Holders will have no claim against the Guarantor or any other entity in respect of any such amounts owing to them which remain unpaid.

8. **Collateral Disruption Events**

8.1 **Consequences of a Collateral Disruption Event**

If a Collateral Disruption Event occurs or is continuing in respect of Static Collateral Assets securing a Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent, the Issuer may, at its discretion, cancel the Secured Instruments of such Series by giving notice to Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*)

or, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). If the Issuer cancels the Secured Instruments, then the Issuer shall:

- (a) pay an amount in the Settlement Currency equal to the Early Redemption/Settlement Amount (CDE) to each Holder in respect of each Non-Waived Instrument held by such Holder; and
- (b) if "Physical Delivery of Static Collateral Assets" is specified to be applicable in the applicable Final Terms, (i) Deliver the relevant Entitlement (CDE) to each Holder and (ii) pay the Fractional Cash Amount (CDE) to each relevant Holder, in each case, in accordance with Secured Static/Floating Instruments Condition 8.4.

Payment will be made in such manner and on such date as shall be notified by the Issuer to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*), provided that such date shall be no later than two Business Days following the day on which the Secured Instruments Collateral Provider and/or its Affiliate receives the proceeds of liquidation and realisation of all Static Collateral Assets (if any) that are required to be liquidated and realised in accordance with Secured Static/Floating Instruments Conditions 8.3.1 and 8.4.2 (if applicable).

8.2 Definition of "Early Redemption/Settlement Amount (CDE)"

For the purposes of this Secured Static/Floating Instruments Condition 8, the Early Redemption/Settlement Amount (CDE) payable in respect of each cancelled Non-Waived Instrument shall be determined by the Secured Instruments Valuation Agent in accordance with sub-paragraph (a) or (b) below (as applicable):

- (a) if the applicable Final Terms specify "Physical Delivery of Static Collateral Assets" not to be applicable, the Early Redemption/Settlement Amount (CDE) shall be an amount equal to the greater of zero and the difference between:
 - (i) the sum of:
 - (A) an amount equal to the difference between (I) an amount equal to the portion of the Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for the Collateral Disruption Event Determination Date that relates to such Non-Waived Instrument, minus (II) an amount equal to such Non-Waived Instrument's *pro rata* share of the Derivative Hedge Termination Costs; plus
 - (B) the difference between (aa) the Static Collateral Proceeds Share (CDE) minus (bb) such Non-Waived Instrument's *pro rata* share of the Static Collateral Hedge Termination Costs; minus
 - (ii) an amount equal to such Non-Waived Instrument's *pro rata* share of the Realisation Costs; or
- (b) if the applicable Final Terms specify "Physical Delivery of Static Collateral Assets" to be applicable, the Early Redemption/Settlement Amount (CDE) shall be an amount equal to the greater of zero and the difference between:
 - (i) an amount equal to the portion of the Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for the Collateral Disruption Event Determination Date that relates to such Non-Waived Instrument; minus
 - (ii) the Collateral Disruption Event Costs.

8.3 Liquidation and realisation of Static Collateral Assets

8.3.1 Realisation of Static Collateral Assets

If the Issuer elects to cancel a Series of Secured Instruments in accordance with Secured Static/Floating Instruments Condition 8.1, the Secured Instruments Collateral Provider shall deliver a Control Event Notice to the Collateral Agent and shall effect a liquidation and realisation in accordance with Secured Static/Floating Instruments Condition 6.7 (and each reference therein to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)" shall be deemed to be a reference to "Secured Instruments Collateral Provider and/or its Affiliate") of:

- (a) if "Physical Delivery of Static Collateral Assets" is specified to apply in the applicable Final Terms, an amount of Static Collateral Assets sufficient to derive proceeds that are equal in value to the Collateral Disruption Event Costs Shortfall (if any) and such proceeds shall be retained by the Secured Instruments Collateral Provider and shall not be payable to Holders, provided that if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, the amount of each Eligible Debt Security in the Basket of Eligible Debt Securities liquidated or realised pursuant to this paragraph shall be proportionate to the Eligible Debt Security Weighting of such Eligible Debt Security, (the aggregate nominal amount of Static Collateral Assets remaining in the relevant Collateral Pool following such liquidation or realisation in accordance with this sub-paragraph (a), the **"Remaining Static Collateral Assets (CDE)"**); or
- (b) if "Physical Delivery of Static Collateral Assets" is specified not to apply in the applicable Final Terms, all Static Collateral Assets in the Collateral Pool which secures a Series of Secured Instruments.

Secured Static/Floating Instruments Condition 6.8 shall apply to the realisation of Static Collateral Assets (if any) in accordance with this Secured Static/Floating Instruments Condition 8.3 (and each reference therein to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)" shall be deemed to be a reference to "Secured Instruments Collateral Provider and/or its Affiliate").

To the extent that any proceeds from the realisation of the relevant Static Collateral Assets in a Collateral Pool are not in the Settlement Currency, then such proceeds shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Secured Instruments Collateral Provider and/or its Affiliate, having regard to current rates of exchange. Any rate, method and date so specified shall be binding on the Issuer and the Holders.

8.3.2 **Liability of the Secured Instruments Collateral Provider**

The Secured Instruments Collateral Provider and/or its Affiliates will not, in the absence of negligence, fraud and wilful misconduct, have any liability as to the consequence of any liquidation or realisation action and will have no regard to the effect of such action on individual Holders.

8.4 **Physical Settlement**

8.4.1 Where "Physical Delivery of Static Collateral Assets" is specified in the applicable Final Terms, following cancellation of the relevant Series of Secured Instruments in accordance with Secured Static/Floating Instruments Condition 8.1, the Secured Instruments Collateral Provider will determine the Entitlement (CDE) and any Fractional Cash Amount (CDE) in respect of each Holder of Non-Waived Instruments and shall notify such amounts to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) or, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*).

8.4.2 The Secured Instruments Collateral Provider will notify Holders of Non-Waived Instruments of the relevant Series of Secured Instruments of the relevant Collateral Delivery Date (CDE) and will:

- (a) aggregate the Unrounded Collateral Assets Entitlement (CDE) in respect of all Non-Waived Instruments of such Series held by each such Holder and will round down each

Static Collateral Asset comprising such aggregated Unrounded Collateral Assets Entitlement (CDE) to the nearest tradable unit of such Static Collateral Asset (the "**Entitlement (CDE)**" in respect of such Holder);

- (b) Deliver the Entitlement (CDE) to the Holders of the Secured Instruments secured by the relevant Collateral Pool in accordance with the method of transfer of Collateral Assets specified in respect of Secured Notes, in Physical Delivery Note Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, in W&C Instruments Condition 25(C)(b) or 32(C)(b) (provided that no Expenses shall be payable) (and each reference therein to "Issuer" shall be deemed to be a reference to "Secured Instruments Collateral Provider"); and
- (c) realise and liquidate the number or fraction of Static Collateral Assets which is not possible to deliver to a Holder following such rounding in accordance with Secured Static/Floating Instruments Condition 6.7 (and each reference therein to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)" shall be deemed to be a reference to "Secured Instruments Collateral Provider and/or its Affiliate") and pay a *pro rata* share of the proceeds of such realisation and liquidation to each Holder whose Entitlement (CDE) is subject to rounding (determined on the basis of the difference between the aggregate Unrounded Collateral Assets Entitlement (CDE) of such Holder minus the Entitlement (CDE) of such Holder) (such amount, the "**Fractional Cash Amount (CDE)**" in respect of such Holder).

Delivery of such Entitlement (CDE) and payment of such Fractional Cash Amount (CDE) shall fully extinguish the Issuer's obligations in respect of the principal amount (in respect of Secured Instruments that are Secured Notes) or the Notional Amount (in respect of Secured Instruments that are Secured W&C Instruments) of the relevant Secured Instruments notwithstanding that the value of the Entitlement (CDE) so delivered and Fractional Cash Amount (CDE) so paid may be less than the market value and/or nominal value of the relevant Secured Instrument.

- 8.4.3 Secured Static/Floating Instruments Condition 6.10 shall apply to the Delivery of the Entitlement (CDE) in accordance with this Secured Static/Floating Instruments Condition 8.4 (and each reference therein to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)" shall be deemed to be a reference to "Secured Instruments Collateral Provider and/or its Affiliate").
- 8.4.4 W&C Instruments Condition 5 shall not apply in respect of Secured W&C Instruments.
- 8.4.5 Physical Note Condition 3 (*Settlement Disruption Event*), Physical Note Condition 4 (*Failure to Deliver due to Illiquidity*) and Physical Note Condition 5 (*Option to Vary Settlement*) shall not apply in respect of Secured Notes.
- 8.4.6 This Condition 8.4 shall not apply to Secured Instruments which are Rule 144A Instruments.

8.5 Additional Definitions

For the purposes of this Secured Static/Floating Instruments Condition 8, the following definitions will apply:

"Collateral Asset Default" means, in respect of a Series of Secured Instruments, any of the following occurs: (a) any of the Static Collateral Assets in the Collateral Pool which secures such Series of Secured Instruments become due and payable on a date prior to their stated maturity date for any reason (including by reason of default in payment), (b) a failure by an issuer of any of the Static Collateral Assets to (i) pay on the due date any amount due and payable or (ii) perform any of its other obligations, in the case of both (i) and (ii), in respect of such Static Collateral Assets, or (c) any rescheduling, Restructuring, subordination, exchange or material amendment is announced by an issuer of any of the Static Collateral Assets or any governmental authority or occurs in respect of any of the Static Collateral Assets.

"Collateral Delivery Date (CDE)" means, in relation to a Series of Secured Instruments where "Physical Delivery of Static Collateral Assets" is applicable, the date on which the Secured Instruments Collateral Provider or any agent acting on its behalf intends to Deliver the

Entitlement (CDE) to Holders, provided that such date shall be no later than two Business Days following the day on which the Secured Instruments Collateral Provider and/or its Affiliate receives the proceeds of liquidation and realisation of any Static Collateral Assets that are required to be liquidated and realised in accordance with Secured Static/Floating Instruments Conditions 8.3.1 and 8.4.2.

"Collateral Disruption Event" means either:

- (a) the Secured Instruments Collateral Provider and/or any of its Affiliates considers, in its sole and absolute discretion that it:
 - (i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or
 - (ii) would incur a materially increased (as compared with circumstances existing on the date on which the issue of a Series of Secured Instruments is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Secured Instruments Collateral Provider or any of its Affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets; or
- (b) the Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party or Security Agent following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party or the Security Agent; or
- (c) the Secured Instruments Collateral Provider considers, in its sole and absolute discretion, that a Collateral Settlement Disruption has occurred; or
- (d) a Collateral Asset Default has occurred or is continuing, as determined by the Secured Instruments Valuation Agent.

"Collateral Disruption Event Costs" means, in respect of a Non-Waived Instrument, the sum of (a) an amount equal to such Non-Waived Instrument's *pro rata* share of the Realisation Costs, plus (b) an amount equal to such Non-Waived Instrument's *pro rata* share of the Derivative Hedge Termination Costs, plus (c) an amount equal to such Non-Waived Instrument's *pro rata* share of the Static Collateral Hedge Termination Costs, as determined by the Secured Instruments Valuation Agent.

"Collateral Disruption Event Costs Shortfall" means an amount equal to the greater of zero and the difference between (a) the aggregate of the Collateral Disruption Event Costs in respect of each Non-Waived Instrument of the relevant Series of Secured Instruments, minus (b) the aggregate of the portions of the Marked-to-Market Derivative Hedge Value in respect of the Collateral Disruption Event Determination Date that relates to each Non-Waived Instrument in such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent.

"Collateral Disruption Event Determination Date" means the date on which it is first determined that a Collateral Disruption Event in respect of which the Secured Instruments Valuation Agent has elected to cancel the relevant Secured Instruments in accordance with Secured Static/Floating Instruments Condition 8.1 has occurred or is continuing. The Collateral

Disruption Event Determination Date shall be deemed to be a Collateral Test Date only for the purposes of determining the Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for such Collateral Disruption Event Determination Date.

"Collateral Settlement Disruption" means any event (including, but not limited to, as a result of a failure or inability of the relevant clearing system to clear the relevant Eligible MTM Collateral Assets or Eligible Static Collateral Assets) beyond the control of the Secured Instruments Collateral Provider and/or its Affiliates as a result of which Eligible MTM Collateral Assets or Eligible Static Collateral Assets have not been settled into the Custodian Account within the regular settlement period for such Eligible MTM Collateral Assets or Eligible Static Collateral Assets under normal market conditions.

"Realisation Costs" means all costs (expressed as a positive number) incurred by or payable by the Issuer, the Secured Instruments Collateral Provider and/or any Affiliate in relation to the relevant Series of Secured Instruments (which shall include any taxes required to be paid and any costs of realising the Collateral Assets (including the distribution of proceeds) and/or, where "Physical Delivery of Collateral Assets" is specified to be applicable, Delivery of the Entitlement (CDE) to the Holders of the related Non-Waived Instruments)), as determined by the Secured Instruments Valuation Agent.

"Remaining Static Collateral Assets (CDE)" has the meaning given in Secured Static/Floating Instruments Condition 8.3.1(a).

"Restructuring" means the occurrence of any one or more of the following events with respect to any of the Static Collateral Assets:

- (a) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
- (b) a postponement or other deferral of a date or dates for the payment of principal or premium;
- (c) a change in the ranking in priority of payment of any of the Static Collateral Assets causing the subordination of such Static Collateral Assets to any other obligation under which the issuer of such Static Collateral Assets is an obligor; or
- (d) any change in the currency or composition of any payment of principal under any of the Static Collateral Assets,

provided that, in the case of each of (a) to (d) above:

- (i) such event is not due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (ii) such event directly or indirectly results from a deterioration in the creditworthiness or financial condition of the issuer of such Static Collateral Assets.

"Static Collateral Proceeds (CDE)" means the gross proceeds of liquidation and realisation of the relevant Static Collateral Assets in accordance with Secured Static/Floating Instruments Condition 8.3.1 (excluding, if "Physical Delivery of Static Collateral Assets" is applicable, any Static Collateral Assets that are Deliverable in accordance with Secured Static/Floating Instruments Condition 8.4) in a Collateral Pool, as determined by the Secured Instruments Valuation Agent.

"Static Collateral Proceeds Share (CDE)" means, in respect of a Series of Secured Instruments, the *pro rata* share of the Static Collateral Proceeds (CDE) attributable to each Non-Waived Instrument in such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent.

"Unrounded Collateral Assets Entitlement (CDE)" means, for each Non-Waived Instrument in a Series of Secured Instruments where "Physical Delivery of Static Collateral Assets" is applicable, Static Collateral Assets with an aggregate nominal amount equal to the quotient of (a) the Remaining Static Collateral Assets (CDE) in respect of the Collateral Pool which secures such Series of Secured Instruments, divided by (b) the Relevant Number of Non-Waived Instruments of such Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent, provided that if the Eligible Static Collateral Assets specified in the applicable Final Terms is a Basket of Eligible Debt Securities, and such Remaining Static Collateral Assets (CDE) comprise the Basket of Eligible Debt Securities, the aggregate nominal amount of each Eligible Debt Security in the Basket of Eligible Debt Securities expressed as a percentage of the Unrounded Collateral Assets Entitlement (CDE) shall be equal to the Eligible Debt Security Weighting of such Eligible Debt Security.

9. Collateral Trigger Event

9.1 Consequences of a Collateral Trigger Event

If "Collateral Trigger Event" is specified to be applicable in the applicable Final Terms and a Collateral Trigger Event occurs or is continuing in respect of a Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent, the Issuer shall cancel all but not some only of the Secured Instruments of such Series by giving notice to Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). If the Issuer cancels the Secured Instruments due to the occurrence of a Collateral Trigger Event, then the Issuer shall:

- (a) subject to (b) immediately below, pay an amount in the Settlement Currency equal to the Early Redemption/Settlement Amount (CTE) to each Holder in respect of each Non-Waived Instrument held by such Holder; and
- (b) if "Physical Delivery of Static Collateral Assets" is specified to be applicable in the applicable Final Terms, (i) Deliver the relevant Entitlement (CTE) to each Holder and (ii) pay the Fractional Cash Amount (CTE) to each relevant Holder, in each case, in accordance with Secured Static/Floating Instruments Condition 8.4, as modified by the definitions below.

Payment will be made in such manner and on such date as shall be notified by the Issuer to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*), provided that such date shall be no later than two Business Days following the day on which the Secured Instruments Collateral Provider and/or its Affiliate receives the proceeds of liquidation and realisation of all Static Collateral Assets (if any) that are required to be liquidated and realised in accordance with Secured Static/Floating Instruments Conditions 8.3.1 and 8.4.2 (if applicable).

9.2 Additional Definitions

For the purposes of this Secured Static/Floating Instruments Condition 9, the following definitions will apply:

"Collateral Trigger Event" means, in respect of a Series of Secured Instruments, that (and a Collateral Trigger Event shall have occurred if) the Secured Instrument Intra-day Value at any time during Specified Business Hours on any Collateral Trigger Observation Day falling in the Collateral Trigger Observation Period is (a) if "less than the Collateral Trigger Level" is specified in the applicable Final Terms, less than the Collateral Trigger Level or (b) if "less than or equal to the Collateral Trigger Level" is specified in the applicable Final Terms, less than or equal to the Collateral Trigger Level, as determined by the Secured Instruments Valuation Agent.

"Collateral Trigger Level" means the amount specified as such in the applicable Final Terms.

"Collateral Trigger Observation Day" means each day falling in the Collateral Trigger Observation Period:

- (a) on which bid price(s) for any of the Specified Static Collateral Assets are published on such day; or
- (b) on which levels, prices or values of each of the underlying asset(s) of the Derivative Hedge are announced, published or determined by the relevant exchange(s), quotation system(s), trading facility(ies), price source(s), sponsor(s) or service provider(s) (as applicable) in respect of such underlying asset(s) or any other relevant reference source(s) for the valuation of such underlying asset(s), as determined by the Secured Instruments Valuation Agent; or
- (c) which satisfies both sub-paragraphs (a) and (b) above,

or any other day specified as such in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

"Collateral Trigger Observation Period" means the period specified as such in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

"Early Redemption/Settlement Amount (CTE)" means an amount equal to the Early Redemption/Settlement Amount (CDE) determined in accordance with Secured Static/Floating Instruments Condition 8.2, provided that the reference to "Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for the Collateral Disruption Event Determination Date" shall be deemed to be deleted and replaced with "the Marked-to-Market Derivative Hedge Intra-day Value in respect of the date and time on which a Collateral Trigger Event first occurred".

"Entitlement (CTE)" means an amount of Static Collateral Assets determined in accordance with Secured Static/Floating Instruments Conditions 8.3 and 8.4, provided that each reference therein to "Entitlement (CDE)", "Fractional Cash Amount (CDE)" and "Secured Static/Floating Instruments Condition 8.1" shall be deemed to be a reference to "Entitlement (CTE)", "Fractional Cash Amount (CTE)" and "Secured Static/Floating Instruments Condition 9.1" respectively. The definitions of "Collateral Disruption Event Determination Date" and "Collateral Disruption Event Costs Shortfall" used in determining the Entitlement (CTE) shall be deemed to be amended by deleting the references to "Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for such Collateral Disruption Event Determination Date" and "Marked-to-Market Derivative Hedge Value in respect of the Collateral Disruption Event Determination Date" and replacing the relevant reference with "Marked-to-Market Derivative Hedge Intra-day Value in respect of the date and time on which a Collateral Trigger Event first occurred".

"Fractional Cash Amount (CTE)" means an amount determined in accordance with Secured Static/Floating Instruments Conditions 8.3 and 8.4, provided that each reference therein to "Entitlement (CDE)", "Fractional Cash Amount (CDE)" and "Secured Static/Floating Instruments Condition 8.1" shall be deemed to be a reference to "Entitlement (CTE)", "Fractional Cash Amount (CTE)" and "Secured Static/Floating Instruments Condition 9.1" respectively. The definitions of "Collateral Disruption Event Determination Date" and "Collateral Disruption Event Costs Shortfall" used in determining the Entitlement (CTE) shall be deemed to be amended by deleting the references to "Marked-to-Market Derivative Hedge Value in respect of the Derivative Hedge Valuation Time for such Collateral Disruption Event Determination Date" and "Marked-to-Market Derivative Hedge Value in respect of the Collateral Disruption Event Determination Date" and replacing the relevant reference with "Marked-to-Market Derivative Hedge Intra-day Value in respect of the date and time on which a Collateral Trigger Event first occurred".

"Marked-to-Market Derivative Hedge Intra-day Value" means, in respect of a Collateral Pool and any relevant time on any relevant date, the amount (which may be a negative number) determined by the Secured Instruments Valuation Agent as the market value of the Derivative Hedge in respect of such time on such date and shall be determined as the present value of the future payment obligations of the Issuer in respect of the Non-Waived Instruments of the relevant Series of Secured Instruments which are secured by such Collateral Pool, minus the present value of the future cash flows of the Static Collateral Assets that secure such Series of

Secured Instruments, and taking into account such factors as the Secured Instruments Valuation Agent considers to be appropriate in its discretion, including without limitation:

- (a) spot and forward market prices or values for the underlying asset(s) of the Derivative Hedge and other relevant economic variables (including, without limitation, interest rates and, if applicable, exchange rates) at the relevant time;
- (b) the correlation between the market prices or value of the underlying asset(s) of the Derivative Hedge and other relevant economic variables at the relevant time;
- (c) historic and implied volatility of the market prices or value of the underlying asset(s) of the Derivative Hedge;
- (d) the remaining time until expiry of the Derivative Hedge;
- (e) internal pricing models;
- (f) prices at which other market participants might bid for options or other instruments similar to the Derivative Hedge; and
- (g) the valuation using relevant economic variables of the cash flows and/or coupon payments of the Static Collateral Assets that secure such Secured Instruments.

"Minimum Bid Size" means the minimum nominal amount of the Static Collateral Asset that may be quoted for bids on the Relevant Screen Page.

"Relevant Screen Page" means the screen page specified as such in the applicable Final Terms.

"Secured Instrument Intra-day Value" means, in respect of a Series of Secured Instruments and any relevant time on any relevant date, an amount equal to the sum of:

- (a) an amount equal to the portion of the Marked-to-Market Derivative Hedge Intra-day Value in respect of such time on such date that relates to a Non-Waived Instrument of such Series; plus
- (b) an amount equal to the portion of the Static Collateral Intra-day Value in respect of such time on such day that relates to a Non-Waived Instrument of such Series,

as determined by the Secured Instruments Valuation Agent.

"Specified Business Hours" means, in respect of any day, the time period from, and including, 5.00 a.m., Sydney time on that day, to and including, 5.00 p.m., New York City time, on that day, or such other time period(s) specified in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

"Specified Static Collateral Assets" means, if the Eligible Static Collateral Assets specified in the applicable Final Terms is: (i) a single Eligible Debt Security, any debt security that has the ISIN specified as the "Relevant Static Collateral ISIN" in the applicable Final Terms, or (ii) a Basket of Eligible Debt Securities, a basket composed of debt securities that have each of the ISINs specified as the "Relevant Static Collateral ISIN" in the applicable Final Terms, in their relative nominal amounts or number equal to the Eligible Debt Security Weighting corresponding to each such "Relevant Static Collateral ISIN".

"Static Collateral Intra-day Value" means, in respect of a Series of Secured Instruments and any relevant time on any relevant date, the market value for a nominal amount of Specified Static Collateral Assets equal to the Required Static Collateral Nominal Amount in respect of such time on such date of the Collateral Pool which secures such Series, as determined by the Secured Instruments Valuation Agent by reference to such factors as the Secured Instruments Valuation Agent considers to be appropriate in its discretion, including without limitation:

- (a) bid prices (if available) for a nominal amount of such Specified Static Collateral Assets equal to the Minimum Bid Size appearing on the Relevant Screen Page at such time on such date; and
- (b) internal pricing models.

Where the relevant currency or denomination of the Specified Static Collateral Assets is other than the Collateral Valuation Currency, the Secured Instruments Valuation Agent shall convert the Static Collateral Intra-day Value at the relevant spot rate or spot rates in accordance with such method and at such time as the Secured Instruments Valuation Agent may select in its discretion, having regard to then-current rates of exchange and shall notify the Collateral Agent of such converted value.

10. **Release of Security**

The security constituted by the Relevant Deed of Charge will be released in relation to Collateral Assets that are withdrawn from the Collateral Account in accordance with Secured Static/Floating Instruments Condition 4.4 or Secured Static/Floating Instruments Condition 4.5 and in accordance with the provisions of the relevant Deed of Charge.

ANNEX 14

ADDITIONAL TERMS AND CONDITIONS FOR SECURED FULLY FLOATING INSTRUMENTS

1. **Interpretation**

If this Annex 14 is specified as applicable in the applicable Final Terms, the terms and conditions applicable to: (a) Secured Notes shall comprise the terms and conditions of the Notes (the "**Notes Conditions**") and the Additional Terms and Conditions for Secured Fully Floating Instruments set out below (the "**Secured Fully Floating Instruments Conditions**"), and (b) Secured W&C Instruments shall comprise the terms and conditions of the W&C Instruments (the "**W&C Instruments Conditions**") and the Secured Fully Floating Instruments Conditions, in each case, subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions, in the case of Secured Notes, or the W&C Instruments Conditions, in the case of Secured W&C Instruments and the Secured Fully Floating Instruments Conditions, the Secured Fully Floating Instruments Conditions shall prevail. In the event of any inconsistency between (a) the Notes Conditions or the W&C Instruments Conditions and/or the Secured Fully Floating Instruments Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Secured Fully Floating Instruments Conditions to "Secured Instrument" and "Secured Instruments" shall be deemed to be references to "Secured Note" and "Secured Notes" or "Secured W&C Instrument" and "Secured W&C Instruments" as the context admits.

For the avoidance of doubt, where this Annex 14 applies, the terms of Annex 13 shall not apply to the Secured W&C Instruments.

2. **Definitions**

For the purposes of these Secured Fully Floating Instruments Conditions:

"**Acceleration Event**" has the meaning given to it in Secured Fully Floating Instruments Condition 4.8.1.

"**Acceleration Instruction**" has the meaning given to it in Secured Fully Floating Instruments Condition 4.8.2.

"**Acceleration Notice**" means a notice substantially in the form of Schedule 23 of the English Law Agency Agreement delivered by a Holder of any Non-Waived Instrument to the relevant Instrument Agent:

- (a) specifying that a Secured Instrument Event of Default has occurred and is continuing in respect of such Non-Waived Instrument;
- (b) instructing the Security Agent to deliver the notices specified in Secured Fully Floating Instruments Condition 6.1;
- (c) instructing the Security Agent to enforce the security constituted by the relevant Deed of Charge and distribute the proceeds (and, if applicable, physically settle the Entitlement), in each case, in accordance with these Secured Fully Floating Instruments Conditions and the terms of the relevant Deed of Charge and the Security Agency Agreement;
- (d) instructing the Security Agent to appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with these Secured Fully Floating Instruments Conditions; and
- (e) instructing the Security Agent to perform any further actions of the Security Agent specified in these Secured Fully Floating Instruments Conditions, the relevant Deed of Charge and the Security Agency Agreement or any reasonably incidental actions,

provided that the Security Agent shall not be bound by any such instruction until it receives an Acceleration Instruction in accordance with Secured Fully Floating Instruments Condition 4.8.2.

Any Acceleration Notice shall be in writing and delivered to the Issuer and the relevant Instrument Agent and shall include such details as are necessary to establish and verify the Non-Waived Instruments held by the Holder delivering such notice.

"Affiliate" means in relation to any entity (the **"First Entity"**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **"control"** means ownership of a majority of the voting power of an entity.

"Cash" means the money and currency of any jurisdiction which the Collateral Agent accepts for deposit in a Collateral Account.

"Charged Documents" means each of the Secured Instruments Collateral Provider Agreement, the Valuation Agency Agreement and the relevant Triparty Account Control Agreement.

"Collateral Account" has the meaning given to it in Secured Fully Floating Instruments Condition 4.1.

"Collateral Agent" means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Triparty Account Control Agreement), and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent.

"Collateral Agent Notice" means a notice (which may be given in any form agreed between the Secured Instruments Collateral Provider and the Collateral Agent, including but not limited to, electronic message, exchange of electronic files or by telephone) from the Collateral Agent to the Secured Instruments Collateral Provider providing details of why the Collateral Agent considers that the Collateral Test is not satisfied in respect of a Collateral Test Date or that the Collateral Test will not be satisfied (or will no longer be satisfied) after taking into account any adjustments specified in a Collateral Test Notice.

"Collateral Assets" means, in respect of a Series of Secured Instruments, Eligible Collateral Assets that are Delivered into and held in the Collateral Account relating to such Series of Secured Instruments.

"Collateral Assets Table" means the table specified as such in the applicable Final Terms.

"Collateral Arrangement Party" means the Secured Instruments Collateral Provider, the Collateral Agent, the Custodian and the Secured Instruments Valuation Agent.

"Collateral Business Day" means a day:

- (a) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and
- (b) the offices of the Collateral Agent in London are open for business.

"Collateral Disruption Event" means either:

- (a) the Secured Instruments Collateral Provider and/or any of its Affiliates considers, in its sole and absolute discretion that it:
 - (i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of

- any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or
- (ii) would incur a materially increased (as compared with circumstances existing on the date on which the issue of a Series of Secured Instruments is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Secured Instruments Collateral Provider or any of its Affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets; or
 - (b) the Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party; or
 - (c) the Secured Instruments Collateral Provider considers, in its sole and absolute discretion, that a Collateral Settlement Disruption has occurred.

"Collateral Enforcement Notice" means a notice in writing from the Security Agent (acting in accordance with an Acceleration Instruction) to the Issuer, the Secured Instruments Collateral Provider and the relevant Instrument Agent in or substantially in the form annexed to the relevant Deed of Charge:

- (a) specifying that a Series of Secured Instruments are immediately due and repayable at their Early Redemption/Settlement Amount (and, where "Physical Delivery of Collateral Assets" is specified to be applicable in the applicable Final Terms, that such Secured Instruments will be subject to settlement in accordance with Secured Fully Floating Instruments Condition 6.8); and
- (b) enforcing the security constituted by the relevant Deed of Charge in accordance with the terms thereof and the terms of these Secured Fully Floating Instruments Conditions and the Security Agency Agreement.

"Collateralisation Percentage" means the percentage level specified as such in the applicable Final Terms. The applicable Final Terms may specify a different Collateralisation Percentage in respect of different Collateral Test Dates.

"Collateral Enforcement Proceeds" means the net proceeds of realisation of, or enforcement with respect to, the relevant Collateral Assets in a Collateral Pool and the security constituted by the relevant Deed of Charge following payment of all amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.

"Collateral Enforcement Proceeds Share" means, in respect of a Series of Secured Instruments, the *pro rata* share of the Collateral Enforcement Proceeds attributable to each Non-Waived Instrument in such Series of Secured Instruments.

"Collateral Pool" means, in respect of a Series of Secured Instruments, a pool of Collateral Assets held in a Collateral Account and over which a fixed charge is granted pursuant to the relevant Deed of Charge.

"Collateral Settlement Disruption" means any event (including, but not limited to, as a result of a failure or inability of the relevant clearing system to clear the relevant Eligible Collateral Assets) beyond the control of the Secured Instruments Collateral Provider and/or its Affiliates as a result of which Eligible Collateral Assets have not been settled into the Custodian Account

within the regular settlement period for such Eligible Collateral Assets under normal market conditions.

"Collateral Test" means, in respect of a Collateral Pool and a Collateral Test Date (and the Collateral Test will be satisfied if), a determination by the Collateral Agent as to whether the Collateral Value in respect of such Collateral Test Date is greater than or equal to the Required Collateral Value in respect of such Collateral Test Date. When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

"Collateral Test Date" means, in respect of a Collateral Pool, the Issue Date of the relevant Series of Secured Instruments which are secured by such Collateral Pool and each Collateral Business Day falling in the period from, but excluding, the Issue Date of such Secured Instruments and ending on, and including, the final Valuation Date, Observation Date or Averaging Date (as applicable) of such Secured Instruments.

"Collateral Test Notice" means a notice sent or caused to be sent by the Secured Instruments Collateral Provider to the Collateral Agent in relation to a particular Collateral Pool specifying the Required Collateral Value for such Collateral Pool in respect of the relevant Collateral Test Date (and such notice may (but is not required to) include specific adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed)).

"Collateral Transaction Documents" means the Secured Instruments Collateral Provider Agreement, the Custodian Agreement to the extent to which it relates to the Collateral Accounts, the Valuation Agency Agreement, the Security Agency Agreement and each relevant Deed of Charge and Triparty Account Control Agreement.

"Collateral Valuation Currency" means the currency specified as such in the applicable Final Terms.

"Collateral Valuation Time" means on or around the opening of the relevant Collateral Business Day or such other time as the Collateral Agent determines the Collateral Value on the relevant Collateral Test Date.

"Collateral Value" means, in respect of a Collateral Pool and a Collateral Test Date, an amount expressed in the Collateral Valuation Currency equal to the sum of the Margin Value of each Eligible Collateral Asset in such Collateral Pool on such Collateral Test Date, as determined by the Collateral Agent.

If "Collateral Valuation at Nominal Value" is specified to be applicable in the applicable Final Terms, the Collateral Value shall be deemed to be equal to an amount expressed in the Collateral Valuation Currency equal to the aggregate nominal amount of the Collateral Assets constituting Eligible Collateral Assets held in a Collateral Pool on such Collateral Test Date, as determined by the Collateral Agent. Where the relevant currency or denomination of an Eligible Collateral Asset is other than the Collateral Valuation Currency, the Secured Instruments Valuation Agent shall convert the nominal amount of such Collateral Asset at the relevant spot rate or spot rates in accordance with such method and as at such time as the Secured Instruments Valuation Agent may select in its discretion, having regard to then-current rates of exchange, and shall notify the Collateral Agent of such converted amount.

"Custodian" means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Custodian Agreement) and, if applicable, any sub-custodian of, or any other entity appointed by the Custodian.

"Custodian Agreement" means the agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Custodian and the Secured Instruments Collateral Provider as amended, restated and/or supplemented from time to time.

"Deed of Charge" means a deed of charge governed by English law between the Secured Instruments Collateral Provider and the Security Agent under which:

- (a) the Secured Instruments Collateral Provider charges by way of first fixed charge its rights and title in the Collateral Assets contained in one or more Collateral Accounts in favour of the Security Agent on behalf of itself and the other Secured Parties in accordance with the Security Agency Agreement; and
- (b) the Secured Instruments Collateral Provider assigns by way of security its rights, title and interest in the Collateral Accounts (including, without limitation, any contractual rights, interests or claims relating to such Collateral Accounts) and the Charged Documents in favour of the Security Agent on behalf of itself and the other Secured Parties in accordance with the Security Agency Agreement.

"Deliver" means to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset free and clear of any and all liens, charges, claims or encumbrances. **"Delivery"** and **"Delivered"** will be construed accordingly.

"Disposal Agent" means any agent appointed by the Security Agent to realise, dispose of and, if applicable, physically settle Collateral Assets held in a Collateral Account securing the relevant Series of Secured Instruments (or any substitute or replacement entity appointed in respect thereof) following the delivery of a Collateral Enforcement Notice and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent.

"Early Redemption/Settlement Amount" means, in respect of a Secured Instrument, an amount in the Settlement Currency equal to the greater of zero and the fair market value of such Secured Instrument, less the costs to the Issuer and/or its Affiliates or agents of unwinding any underlying related hedging arrangements (including any costs of funding in respect of such hedging arrangements) in respect of such Secured Instrument, each as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion. The fair market value of such Secured Instrument shall be calculated by reference to such factors as the Secured Instruments Valuation Agent considers to be appropriate including, without limitation:

- (a) market prices or values for any underlying asset(s) to which the Secured Instruments are linked and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;
- (b) the remaining term of the Secured Instruments until, in respect of Secured Notes, their scheduled maturity date and final redemption, or, in respect of Secured W&C Instruments, their scheduled exercise and final settlement;
- (c) internal pricing models; and
- (d) prices at which other market participants might bid for securities similar to the Secured Instruments.

"Eligibility Criteria" means, in relation to a Series of Secured Instruments and an Eligible Collateral Class, each of the criteria that is specified to be applicable in the row of the Collateral Assets Table set out in the applicable Final Terms corresponding to such Eligible Collateral Class, save that, even if not specified in the row of the Collateral Assets Table set out in the applicable Final Terms corresponding to such Eligible Collateral Class, no issuer in respect of any Collateral Asset shall be incorporated in the United Kingdom and no payment with respect to, or in connection with, any Collateral Asset shall have a United Kingdom source.

Notwithstanding the Eligibility Criteria specified to be applicable in the applicable Final Terms in respect of a Series of Secured Instruments, the Collateral Agent shall be obliged to refer only

to the terms of the relevant Triparty Account Control Agreement in determining whether the MTM Collateral Assets comply with the eligibility criteria set out in the relevant Triparty Account Control Agreement.

Notwithstanding the foregoing, if "Only Initial Collateral Assets are Eligible" is specified to be applicable in the applicable Final Terms, the only Collateral Assets that will be deemed to meet the Eligibility Criteria of each Eligible Collateral Class will be those which are of the same type as the Collateral Assets Delivered into the Collateral Account on the Issue Date.

"Eligible Collateral Assets" means Cash and assets which satisfy all of the Eligibility Criteria applicable to an Eligible Collateral Class. Assets which satisfy all of the Eligibility Criteria that are specified to be applicable to an Eligible Collateral Class will be Eligible Collateral Assets notwithstanding that such assets do not satisfy the Eligibility Criteria applicable to another Eligible Collateral Class.

"Eligible Collateral Class" means the Eligibility Criteria that are specified to be applicable in a row of the Collateral Asset Table set out in the applicable Final Terms and which together define a class or type of Eligible Collateral Assets.

"Extraordinary Security Agent Liabilities" means Liabilities incurred by the Security Agent and, where applicable, the Disposal Agent, in the event that the Security Agent determines, acting reasonably, that it is necessary or is requested by the Issuer, the Secured Instruments Collateral Provider or any Secured Party to undertake duties which are of an exceptional nature or otherwise outside the scope of the duties of the Security Agent and, where applicable, the Disposal Agent, under the Security Agency Agreement, the Deed of Charge and the Secured Fully Floating Instruments Conditions.

"Instrument Agents" means:

- (a) in respect of Secured Instruments that are Secured Notes, the Paying Agents; and
- (b) in respect of Secured Instruments that are Secured W&C Instruments, the W&C Instrument Agents,

and, each an **"Instrument Agent"**.

"Liability" means, for the purposes of these Secured Fully Floating Instruments Conditions, any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and **"Liabilities"** shall be construed accordingly).

"Margin Percentage" means, in respect of a Collateral Asset, the percentage amount specified in the row of the Collateral Assets Table set out in the applicable Final Terms corresponding to the Eligible Collateral Class of such Collateral Asset contained in a Collateral Pool. For the avoidance of doubt, the applicable Final Terms shall specify one Margin Percentage value per Eligible Collateral Class.

"Margin Value" means, in respect of an Eligible Collateral Asset in a Collateral Pool on a Collateral Test Date, an amount equal to the quotient of (a) the Market Value of such Eligible Collateral Asset for such Collateral Test Date, divided by (b) the Margin Percentage applicable to such Eligible Collateral Asset, as determined by the Collateral Agent.

"Market Value" means, in respect of a Collateral Test Date and an Eligible Collateral Asset in a Collateral Pool that is:

- (a) a security, an amount expressed in the Collateral Valuation Currency calculated by the Collateral Agent in its sole discretion as the sum of:
 - (i) the market value of such Eligible Collateral Asset in respect of such Collateral Test Date as determined by the Collateral Agent in its sole and absolute discretion

based on the most recently available closing bid price (traded or quoted excluding accrued interest in respect of an Eligible Collateral Asset that is a fixed income debt security) for such Eligible Collateral Asset made available to the Collateral Agent as at the Collateral Valuation Time on such Collateral Test Date. The closing bid price used for these purposes will usually be the closing bid price in respect of the trading day for such Eligible Collateral Asset immediately preceding such Collateral Test Date displayed as of the Collateral Valuation Time on pricing information services used generally by the Collateral Agent for pricing such Eligible Collateral Assets, provided that if the Collateral Agent is unable to obtain the closing bid price of such Eligible Collateral Asset from such pricing information services as of the Collateral Valuation Time on such Collateral Test Date, then the market value shall be determined in good faith by the Collateral Agent in the reasonable exercise of its discretion based on information furnished to the Collateral Agent by one or more brokers in such Eligible Collateral Asset or on the basis of a formula utilised by the Collateral Agent for such purpose in the ordinary course of its business; plus

- (ii) in respect of an Eligible Collateral Asset that is a fixed income debt security, accrued but unpaid distributions (if any) on such Eligible Collateral Asset; or
- (b) Cash, an amount expressed in the Collateral Valuation Currency equal to its nominal or face amount,

in each case, where the relevant currency or denomination of an Eligible Collateral Asset is other than the Collateral Valuation Currency, the Secured Instruments Valuation Agent shall convert the value of such Collateral Asset (or other relevant values) at the relevant spot rate or spot rates in accordance with such method and as at such time as the Secured Instruments Valuation Agent may select in its discretion, having regard to then-current rates of exchange, and shall notify the Collateral Agent of such converted value.

"Non-Waived Instruments" means, in relation to a Series of Secured Instruments and any relevant date, those Secured Instruments which are not Waived Instruments on such date.

"Notice of Exclusive Control" means a notice in writing given in accordance with (and in or substantially in the form annexed to) the relevant Triparty Account Control Agreement from the Security Agent (acting in accordance with an Acceleration Instruction) to the Collateral Agent specifying that the Collateral Agent act solely upon the instructions of the Security Agent with respect to the relevant Collateral Account and instructing the Collateral Agent to deliver the Collateral Assets held in such Collateral Account to the Security Agent.

"Notional Amount" has the meaning given to it in W&C Instruments Condition 4.

"Order of Priority" means the order specified in the applicable Final Terms following which the Security Agent shall apply moneys received following enforcement of the relevant Deed of Charge and the Charged Documents in accordance with Secured Fully Floating Instruments Condition 6 below. The Order of Priority may be the Standard Order of Priority (as defined below) or any alternative order of item (c), (d) and (e) below, as specified in the applicable Final Terms (provided that items (a) and (b) shall always be the first and second items in the Order of Priority).

- (a) in from time to time setting aside Security Agent Amounts which the Security Agent will apply in settlement of Security Agent Liabilities and from which the Security Agent may apply in settlement of Extraordinary Security Agent Liabilities;
- (b) on a *pro rata* and *pari passu* basis, in payment or satisfaction of all Liabilities incurred by or payable by the Issuer and/or the Secured Instruments Collateral Provider, in relation to the relevant Secured Instruments, to the Security Agent and, where applicable, the Disposal Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds and/or, where "Physical Delivery of Collateral Assets" is applicable, Delivery of the Entitlement to the Holders of the related Secured W&C Instruments) and the remuneration of the Security

Agent and, where applicable, the Disposal Agent); such amounts together the **"Security Agent Liabilities"**;

- (c) in payment of any amounts due to be paid or reimbursed to the Collateral Agent by the Secured Instruments Collateral Provider;
- (d) in payment of any amounts due to Holders of Non-Waived Instruments in accordance with Secured Fully Floating Instruments Condition 6 below;
- (e) *pro rata* in payment of any amounts owed to the creditors (if any) whose claims have arisen as a result of the creation, operation or liquidation of the Collateral Assets (save to the extent that the claims of any such creditor fall within paragraphs (a) to (d) above); and
- (f) payment of the balance (if any) to the Secured Instruments Collateral Provider,

and the **"Standard Order of Priority"** means that the Order of Priority shall follow the order (a), (b), (c), (d), (e), (f) specified above.

"Physical Delivery of Collateral Assets Disruption Event" means any event beyond the control of the Issuer, the Secured Instruments Collateral Provider, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), as applicable, as a result of which the Physical Delivery Clearing System cannot Deliver some or all of the Entitlement required to be delivered pursuant to the terms of these Secured Fully Floating Instruments Conditions.

"Physical Delivery Clearing System" means, in respect of Secured Notes, the relevant clearing system of the securities account specified by a Holder in accordance with Physical Notes Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, it has the meaning given to it in W&C Instruments Condition 25(C)(b) or 31(A) (as applicable).

"Relevant Number" means:

- (a) in respect of Secured Instruments that are Secured Notes, the aggregate principal amount outstanding of Non-Waived Instruments of a Series of Secured Instruments divided by the specified denomination of each Non-Waived Instrument of such Series of Secured Instruments; and
- (b) in respect of Secured Instruments that are Secured W&C Instruments, the number of Non-Waived Instruments of a Series of Secured Instruments.

"Required Collateral Default" means, following receipt by the Secured Instruments Collateral Provider of a Collateral Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice), the Secured Instruments Collateral Provider fails to instruct the Collateral Agent to transfer sufficient additional Eligible Collateral Assets into the Collateral Account to satisfy the Collateral Test and/or Deliver the additional necessary Collateral Assets and such failure results in the Collateral Test not being satisfied for one Collateral Business Day following the delivery of such Collateral Agent Notice (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have actually been transferred to the relevant Collateral Account shall be taken into account).

"Required Collateral Default Notice" means a notice (which may be given in any form agreed between the Collateral Agent and the Secured Instruments Collateral Provider, including but not limited to, electronic message, exchange of electronic files or by telephone) given in accordance with the relevant Triparty Account Control Agreement by the Collateral Agent to the Secured Instruments Collateral Provider and the Security Agent, specifying that a Required Collateral Default has occurred.

"Required Collateral Value" means, in respect of a Collateral Pool and a Collateral Test Date:

- (a) if "MV Collateralisation" is specified as the "Type of Collateralisation" in the applicable Final Terms, the product of (i) the Collateralisation Percentage, multiplied by (ii) the Secured Instrument Market Value in respect of the Secured Instrument Valuation Time for such Collateral Test Date of the relevant Series of Secured Instruments, multiplied by (iii) the Relevant Number of outstanding Non-Waived Instruments of such Series of Secured Instruments;
- (b) if "NV Collateralisation" is specified as the "Type of Collateralisation" in the applicable Final Terms, the product of (i) the Collateralisation Percentage, multiplied by (ii) (A) in respect of Secured Instruments that are Secured Notes, the total aggregate principal amount of the Non-Waived Instruments of such Series of Secured Instruments or (B) in respect of Secured Instruments that are Secured W&C Instruments, the sum of the Notional Amount of each outstanding Non-Waived Instrument of such Series of Secured Instruments;
- (c) if "Min (MV, NV) Collateralisation" is specified as the "Type of Collateralisation" in the applicable Final Terms, the lower of:
 - (i) the product of (A) the Collateralisation Percentage, multiplied by (B) the Secured Instrument Market Value in respect of the Secured Instrument Valuation Time for such Collateral Test Date of the relevant Series of Secured Instruments, multiplied by (C) the Relevant Number of outstanding Non-Waived Instruments of such Series of Secured Instruments; and
 - (ii) the product of (A) the Collateralisation Percentage, multiplied by (B) (I) in respect of Secured Instruments that are Secured Notes, the total aggregate principal amount of the Non-Waived Instruments of such Series of Secured Instruments or (II) in respect of Secured Instruments that are Secured W&C Instruments, the sum of the Notional Amount of each outstanding Non-Waived Instrument of such Series of Secured Instruments; or
- (d) if "Max (MV, NV) Collateralisation" is specified as the "Type of Collateralisation" in the applicable Final Terms, the greater of:
 - (i) the product of (A) the Collateralisation Percentage, multiplied by (B) the Secured Instrument Market Value in respect of the Secured Instrument Valuation Time for such Collateral Test Date of the relevant Series of Secured Instruments, multiplied by (C) the Relevant Number of outstanding Non-Waived Instruments of such Series of Secured Instruments; and
 - (ii) the product of (A) the Collateralisation Percentage, multiplied by (B) (I) in respect of Secured Instruments that are Secured Notes, the total aggregate principal amount of the Non-Waived Instruments of such Series of Instruments or (II) in respect of Secured Instruments that are Secured W&C Instruments, the sum of the Notional Amount of each outstanding Non-Waived Instrument of such Series of Secured Instruments.

"Secured Parties" means the parties referred to in sub-paragraphs (a) to (f) (inclusive) of the definition of Order of Priority (each, a **"Secured Party"**).

"Secured Instruments Collateral Provider" means Merrill Lynch International (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Secured Instruments Collateral Provider Agreement and/or these Secured Fully Floating Instruments Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Secured Instruments Collateral Provider.

"Secured Instruments Collateral Provider Agreement" means the agreement between, *inter alia*, Merrill Lynch International as Secured Instruments Collateral Provider and the Issuer as amended, restated and/or supplemented from time to time.

"Secured Instrument Event of Default" has the meaning given in Secured Fully Floating Instruments Condition 4.8.

"Secured Instrument Market Value" means, in respect of a Series of Secured Instruments in relation to which "MV Collateralisation", "Min (MV, NV) Collateralisation" or "Max (MV, NV) Collateralisation" is applicable and a Collateral Test Date, the amount determined by the Secured Instruments Valuation Agent as the market value applicable to (a) in respect of Secured Instruments that are Secured Notes, the principal amount of each Non-Waived Instrument (equal to the specified denomination of each Non-Waived Instrument) of such Series of Secured Instruments or (b) in respect of Secured Instruments that are Secured W&C Instruments, each Non-Waived Instrument of such Series of Secured Instruments, each as of the Secured Instrument Valuation Time for such Collateral Test Date, which shall be calculated by reference to such factors as the Secured Instruments Valuation Agent considers to be appropriate including, without limitation:

- (i) market prices or values for any underlying asset(s) to which the Secured Instruments are linked and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;
- (ii) the remaining term of the Secured Instruments until, in respect of Secured Notes, their scheduled maturity date and final redemption, or, in respect of Secured W&C Instruments, their scheduled exercise and final settlement;
- (iii) internal pricing models; and
- (iv) prices at which other market participants might bid for securities similar to the Secured Instruments.

"Secured Instruments Valuation Agent" means Merrill Lynch International (or any substitute or replacement entity (including any Replacement Secured Instruments Valuation Agent) appointed in respect thereof pursuant to the terms of the Valuation Agency Agreement and/or these Secured Fully Floating Instruments Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Secured Instruments Valuation Agent.

"Secured Instrument Valuation Date" means, in respect of a Collateral Test Date, the Collateral Business Day immediately preceding such Collateral Test Date, or, if a valuation of the relevant Secured W&C Instrument is not available on such date, the date of the last available valuation of such Secured W&C Instrument.

"Secured Instrument Valuation Time" means, in respect of a Collateral Test Date, the close of trading in the relevant markets on the Secured Instrument Valuation Date for such Collateral Test Date, as determined by the Secured Instruments Valuation Agent in its sole and absolute discretion.

"Security Agent" means The Bank of New York Mellon (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Security Agency Agreement and/or these Secured Fully Floating Instruments Conditions).

"Security Agency Agreement" means the Security Agency Agreement governed by New York law between the Security Agent, the Secured Instruments Collateral Provider and the Issuer as amended, restated and/or supplemented from time to time.

"Security Agent Amounts" means such amounts as the Security Agent from time to time determines, acting reasonably, that it shall require in order to satisfy any Extraordinary Security Agent Liabilities, having regard to any amounts received pursuant to Clause 2.6(d) (*Exculpatory Provisions*) of the Security Agency Agreement.

"Triparty Account Control Agreement" means the agreement to be entered into between the Collateral Agent, the Secured Instruments Collateral Provider and the Security Agent on each Issue Date specified in the applicable Final Terms for a Series of Secured W&C Instruments, as amended, restated and/or supplemented from time to time.

"Undeliverable Collateral Assets" means Collateral Assets which the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to

deliver in accordance with Secured Fully Floating Instruments Condition 6.8 due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event.

"Valuation Agency Agreement" means the agreement between, *inter alia*, the Secured Instruments Valuation Agent and the Issuer as amended, restated and/or supplemented from time to time.

"Waived Instrument" means all Secured Instruments held by the Issuer or its Affiliates, including but not limited to, in its capacity as market maker (if applicable), and, in respect of each such Secured Instrument, the Issuer or its Affiliates shall be deemed to have waived its rights (a) to receive the proceeds of realisation of the Collateral Assets securing such Series of Secured Instruments (or where "Physical Delivery of Collateral Assets" is specified as applicable in the applicable Final Terms, delivery of the Collateral Assets) following the enforcement of the relevant Deed of Charge and Charged Documents and (b) to give an Acceleration Notice on the occurrence of a Secured Instrument Event of Default.

3. General

3.1 Issuer of Secured Instruments

MLBV may issue Secured Notes. MLBV and MLICo. may issue Secured W&C Instruments. References herein to "Issuer" shall be to MLBV and/or MLICo, as applicable.

The Secured Instruments will not be guaranteed by any entity. Each reference in the Notes Conditions and the W&C Instruments Conditions to "Guarantor", "MLBV/MLICo. Guarantee", "Guarantee" and "Guarantees" shall be deemed to be deleted in respect of Secured Notes and Secured W&C Instruments.

3.2 Security Agent

In relation to each Series of Secured Instruments, The Bank of New York Mellon shall be appointed as Security Agent and shall undertake the duties of Security Agent in respect of the Secured Instruments as set out below and in the applicable Final Terms, the relevant Deed of Charge and in the Security Agency Agreement. Each party to the Security Agency Agreement has irrevocably and unconditionally waived, and each Secured Party is deemed to have irrevocably and unconditionally waived, any and all right to trial by jury in any action, suit or counterclaim arising in connection with the Security Agency Agreement. The expression "Security Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Security Agent in respect thereof pursuant to the terms of the relevant Security Agency Agreement.

In relation to each Series of Secured Instruments, the Security Agent will enter into a Deed of Charge. Under the terms of the relevant Deed of Charge:

- (a) the Secured Instruments Collateral Provider will covenant to the Security Agent for itself, the Holders of the Non-Waived Instruments and the other relevant Secured Parties under the Security Agency Agreement that it will duly and punctually pay or discharge the Issuer's obligations in respect of the Series of Secured W&C Instruments to which the Deed of Charge relates and under the Charged Documents, the relevant Deed of Charge and the Security Agency Agreement (the **"Secured Obligations"**), provided that the covenant of the Secured Instruments Collateral Provider to pay the Secured Obligations shall be limited to an amount equal to the proceeds of enforcement of the Collateral Assets; the Secured Instruments Collateral Provider's covenant shall be satisfied only from those proceeds and the Security Agent shall have no remedy against the Secured Instruments Collateral Provider in relation to such covenant other than the enforcement of the security granted by the Deed of Charge; and
- (b) the Security Agent will hold the rights granted to it under the relevant Deed of Charge for itself, the Holders of the Non-Waived Instruments and the other relevant Secured Parties under the Security Agency Agreement.

In performing its role under the Programme, the Security Agent does not act as an advisor to or fiduciary or trustee for the Holders of the Secured Instruments or any other party and nothing in any of the documents relating to the Programme shall be interpreted to constitute the Security Agent as a trustee or fiduciary of the Issuer, the Secured Instruments Collateral Provider, the Holders or any other party.

3.3 **Secured Instruments Collateral Provider**

Merrill Lynch International shall undertake the duties of Secured Instruments Collateral Provider in respect of each Series of Secured Instruments as set out in these Secured Fully Floating Instruments Conditions and in the applicable Final Terms and as further provided for in the Secured Instruments Collateral Provider Agreement. The expression "Secured Instruments Collateral Provider" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Secured Instruments Collateral Provider in respect thereof pursuant to the terms of the relevant Secured Instruments Collateral Provider Agreement.

3.4 **Collateral Agent**

The Bank of New York Mellon, London Branch shall undertake the duties of Collateral Agent in respect of each Series of Secured Instruments as set out in the relevant Triparty Account Control Agreement in respect of the relevant Series of Secured Instruments. The expression "Collateral Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity appointed as Collateral Agent in respect thereof pursuant to the terms of the relevant Triparty Account Control Agreement.

3.5 **Custodian**

The Bank of New York Mellon, London Branch shall undertake the duties of Custodian to the Secured Instruments Collateral Provider in respect of each Series of Secured W&C Instruments under the terms of the Custodian Agreement to the extent to which those terms relate to the Collateral Assets. The Custodian Agreement provides for the establishment of cash accounts and securities accounts in the name of the Secured Instruments Collateral Provider. The Secured Instruments Collateral Provider shall instruct the Custodian to open a segregated Collateral Account in respect of each Series of Secured Instruments and the relevant Collateral Account shall be operated by the Collateral Agent in accordance with the terms of the relevant Triparty Account Control Agreement. The expression "Custodian" shall include any substitute or replacement entity appointed as Custodian in respect thereof pursuant to the terms of the Custodian Agreement.

3.6 **Secured Instruments Valuation Agent**

Merrill Lynch International shall undertake the duties of Secured Instruments Valuation Agent in respect of the Secured Fully Floating Instruments as set out in these Secured Fully Floating Instruments Conditions and in the applicable Final Terms and as further provided for in the Valuation Agency Agreement. The expression "Secured Floating Instruments Valuation Agent" shall, in relation to the relevant Secured Instruments, include any substitute or replacement entity (including any Replacement Secured Instruments Valuation Agent) appointed as Secured Instruments Valuation Agent in respect thereof pursuant to the terms of the Valuation Agency Agreement.

In making determinations and calculations under these Secured Fully Floating Instruments Conditions, the Secured Instruments Valuation Agent shall act in good faith and in a commercially reasonable manner. In relation to each Series of Secured Instruments, the Secured Instruments Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders.

3.7 **Termination and Replacement**

Each of the Collateral Transaction Documents contain, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination,

removal and/or replacement will be effected in accordance with the provisions of such agreements and (other than in respect of the Custodian or the Collateral Agent) these Secured Fully Floating Instruments Conditions and may be effected without the consent of Holders, provided that, in respect of the appointment of a replacement Secured Instruments Valuation Agent in accordance with Secured Fully Floating Instrument Condition 6.10 and the Security Agency Agreement, the Security Agent shall not be required to consider the provisions regarding the appointment of a replacement Secured Instruments Valuation Agent contained in the Valuation Agency Agreement. No such termination or removal shall be effective until a replacement entity has been appointed. The Secured Instruments Valuation Agent shall be required to give notice to Holders of any such termination, removal and/or replacement in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). Any reference to a Collateral Arrangement Party in these Secured Fully Floating Instruments Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof.

A replacement Collateral Arrangement Party may only be appointed when the following conditions are fulfilled: the replacement Collateral Arrangement Party (other than the replacement Custodian or Collateral Agent): (i) is an institution incorporated and in good standing in the United States of America or one of the States thereof or in a state which is, as at the date of the relevant Collateral Transaction Document, a member state of the European Union or the United Kingdom; (ii) has the requisite resources and legal capacity to perform the duties imposed upon the relevant existing Collateral Arrangement Party under the relevant Collateral Transaction Document and is a recognised provider of the services provided by such Collateral Arrangement Party; (iii) is legally qualified and has the capacity to act as successor to the relevant Collateral Arrangement Party on the terms of the relevant Collateral Transaction Document; and (iv) whose performance of its duties under the relevant Collateral Transaction Document will not cause the Issuer and/or Secured Instruments Collateral Provider to become subject to tax in any jurisdiction where such successor is incorporated, established, doing business, has a permanent establishment or is otherwise considered tax resident.

The Security Agency Agreement contains, or will contain, provisions for the termination of such agreement and the removal or replacement of the Security Agent appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of the Security Agency Agreement and may be effected without the consent of Holders. No such termination or removal shall be effective until a replacement Security Agent has been appointed.

3.8 Notices

Where any provision of these Secured Fully Floating Instruments Conditions requires one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation and failure to obtain such confirmation shall not invalidate such notice).

4. Security

4.1 Security

The obligations of the Issuer in respect of the Secured Instruments will be secured by a Deed of Charge pursuant to which:

- (a) the Secured Instruments Collateral Provider charges by way of first fixed charge its rights and title in the Collateral Assets contained in one or more Collateral Accounts. The security interest granted shall be over all of the Secured Instruments Collateral Provider's rights in and to the Collateral Assets Delivered into and held from time to time in the relevant segregated account established with the Custodian pursuant to and in accordance with the applicable terms of the relevant Triparty Account Control Agreement and the Custodian Agreement for such purpose (the "**Collateral Account**"), excluding any

interest or distributions paid on such Collateral Assets to the extent such amounts are not held in the relevant Collateral Account; and

- (b) the Secured Instruments Collateral Provider assigns by way of security its rights, title and interest in the Collateral Accounts (including, without limitation, any contractual interests or claims relating to such Collateral Accounts) and the Charged Documents,

in favour of the Security Agent to hold for itself and on behalf of the relevant Holders and the other relevant Secured Parties under the Security Agency Agreement.

Following the delivery of a Collateral Enforcement Notice, any interest or distributions paid in respect of the Collateral Assets held in the Collateral Account will be credited to the Collateral Account and will be subject to the fixed charge set forth in paragraph (a) above.

4.2 **Collateral Pools**

Each Series of Secured Instruments will be secured by a separate Collateral Pool comprising Collateral Assets held in a segregated Collateral Account.

4.3 **Initial Collateral Assets**

On the Issue Date of a Series of Secured Instruments, the Secured Instruments Collateral Provider shall deposit Collateral Assets in the relevant Collateral Account such that the Collateral Test will be satisfied on the Collateral Test Date falling on such Issue Date.

4.4 **Adjustments to Collateral Assets**

On the Secured Instrument Valuation Date for each Collateral Test Date, the Secured Instruments Valuation Agent will determine the Required Collateral Value and will send a Collateral Test Notice to the Collateral Agent prior to 4.30 p.m. London time on such Collateral Test Date, or such other time as may be agreed between the Secured Instruments Collateral Provider and the Collateral Agent from time to time. On the Secured Instrument Valuation Date for each Collateral Test Date, the Secured Instruments Valuation Agent will notify the relevant Instrument Agent, with a copy to the Security Agent, of the aggregate principal amount or number, as applicable, of outstanding Non-Waived Instruments as of such date.

On each Collateral Test Date, the Collateral Agent will calculate the Collateral Value and verify that the Collateral Test is satisfied. When determining whether the Collateral Test is satisfied on a Collateral Test Date, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination provided that sufficient Eligible Collateral Assets are held in the Custodian Account and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

In determining whether the Collateral Test is satisfied, the Collateral Agent will verify that the relevant Collateral Assets comply with the eligibility criteria specified in the collateral schedule of the relevant Triparty Account Control Agreement. The Secured Instruments Collateral Provider shall be solely responsible for ensuring that the Eligibility Criteria specified in the applicable Final Terms is substantively identical to the eligibility criteria specified in the collateral schedule of the Triparty Account Control Agreement and the Collateral Agent shall not be liable to the Holders or any party for any discrepancy therein.

If on the relevant Collateral Test Date the Collateral Agent determines that the Collateral Test is not satisfied, the Collateral Agent will promptly send the Secured Instruments Collateral Provider a Collateral Agent Notice. On the date such Collateral Agent Notice is given, the Secured Instruments Collateral Provider will instruct the Collateral Agent to transfer sufficient additional Eligible Collateral Assets into the relevant Collateral Account to satisfy the Collateral Test.

The Secured Instruments Collateral Provider will ensure that sufficient Eligible Collateral Assets are Delivered into the relevant Collateral Account on or before each Collateral Test Date

to satisfy the Collateral Test in respect of such Collateral Test Date for the relevant Series of Secured Instruments.

4.5 **Substitution or withdrawal of Collateral Assets**

The Secured Instruments Collateral Provider may, subject to the terms of the relevant Triparty Account Control Agreement, withdraw and/or replace Collateral Assets from the relevant Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. The Secured Instruments Collateral Provider will send or cause to be sent a notice to the Collateral Agent specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed).

4.6 **Delegation to Secured Instruments Collateral Provider**

The Issuer has, pursuant to the terms of the Secured Instruments Collateral Provider Agreement, delegated to the Secured Instruments Collateral Provider the role of managing each Collateral Pool to comply with the requirements of these Secured Fully Floating Instruments Conditions (including, but not limited to, compliance with Secured Fully Floating Instruments Conditions 4.3, 4.4 and 4.5).

4.7 **Required Collateral Default**

Following the occurrence of a Required Collateral Default, the Collateral Agent shall send a Required Collateral Default Notice to the Secured Instruments Collateral Provider and the Security Agent, specifying that a Required Collateral Default has occurred. The Secured Instruments Collateral Provider shall notify the Issuer of the Required Collateral Default Notice. The Security Agent shall as soon as reasonably practicable after receiving a Required Collateral Default Notice give notice to the relevant Instrument Agent and the relevant Instrument Agent will as soon as reasonably practicable give notice in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) to all relevant Holders of the receipt of a Required Collateral Default Notice.

4.8 **Secured Instrument Event of Default**

4.8.1 The occurrence of one or more of the following events shall constitute a "**Secured Instrument Event of Default**" with respect to any Series of Secured W&C Instruments:

- (a) in respect of Secured Notes:
 - (i) default shall be made in the payment of any amount of interest due in respect of any such Notes and the default continues for a period of 30 calendar days after the due date; or
 - (ii) default shall be made in the payment of any principal of any such Notes or in the delivery when due of the Entitlement in respect of any such Notes (in each case whether at maturity or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date;
- (b) in respect of Secured W&C Instruments:
 - (i) default shall be made in the payment of any Additional Amount due in respect of any such Non-Waived Instruments and the default continues for a period of 30 calendar days after the due date; or
 - (ii) default shall be made in the payment of any Cash Settlement Amount or other termination amount of any such Non-Waived Instruments or in the delivery when due of the Entitlement in respect of any such Non-Waived Instruments (in each case whether at settlement or upon redemption or otherwise), and such default continues for a period of 30 calendar days after the due date; or

- (c) the Issuer shall fail to perform or observe any other term, covenant or agreement contained in the Terms and Conditions applicable to any of such Secured Instruments or in the Agency Agreement for the period of 90 calendar days after the date on which written notice of such failure, requiring the Issuer, as the case may be, to remedy the same, first shall have been given to the relevant Instrument Agent (which will give notice to the Security Agent) and the Issuer by Holders of at least 33 per cent. of (A) in respect of Secured Instruments that are Secured Notes, the aggregate principal amount of any such Non-Waived Instruments outstanding or (B) in respect of Secured Instruments that are Secured W&C Instruments, the aggregate Notional Amount or by number (as applicable) of any such Non-Waived Instruments outstanding; or
- (d) a court having jurisdiction in the premises shall have entered a decree or order granting relief with respect to the Issuer in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of the Issuer or of all or substantially all of its property or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force and unstayed for a period of 60 consecutive calendar days; or
- (e) the Issuer shall institute proceedings for relief under any applicable bankruptcy, insolvency or any other similar law now or hereafter in effect, or shall consent to the institution of any such proceedings against it, or shall consent to the appointment of a receiver, liquidator, trustee, assignee, custodian or sequestrator (or similar official) of it or of all or substantially all of its property, or shall make an assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing; or
- (f) a Required Collateral Default has occurred; or
- (g) any of (i) a failure by the Issuer and/or Secured Instruments Collateral Provider to comply with or perform any undertaking or obligation to be complied with or performed by it in accordance with the Security Agency Agreement or the relevant Deed of Charge if such failure is continuing after any applicable grace period has elapsed, the expiration or termination of such Security Agency Agreement or Deed of Charge, or (ii) the failing or cessation of such Security Agency Agreement or Deed of Charge, or any security granted by the Issuer and/or Secured Instruments Collateral Provider, to be in full force and effect prior to the satisfaction of all the obligations of such party under these Secured Instruments Conditions or (iii) the Issuer and/or Secured Instruments Collateral Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Security Agency Agreement or Deed of Charge (or such action is taken by any person or entity appointed or empowered to act on the Issuer's and/or Secured Instruments Collateral Provider's behalf).

If a Secured Instrument Event of Default shall occur and be continuing with respect to any Series of Secured W&C Instruments, then any Holder may, at its option, send an Acceleration Notice through the relevant Clearing System to the relevant Instrument Agent. If the Holder(s) of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding send Acceleration Notice(s) through the relevant Clearing System to the relevant Instrument Agent, and if any such default is not waived in accordance with Secured Fully Floating Instruments Condition 4.8.4 below or cured by the Issuer prior to receipt by the relevant Instrument Agent of the latest of such Acceleration Notice(s) required to exceed the 33 per cent. threshold specified above, an "**Acceleration Event**" shall occur in respect of such Series of Secured Instruments.

- 4.8.2 The relevant Instrument Agent will as soon as reasonably practicable after the occurrence of an Acceleration Event send a notice (in or substantially in the form set out at Schedule 23 of the Agency Agreement) (an "**Acceleration Instruction**") to the Security Agent confirming that the Holder(s) of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C

Instruments) in aggregate Notional Amount or by number (as applicable) of the Non-Waived Instruments outstanding have delivered Acceleration Notices thereby instructing the Security Agent to:

- (a) deliver the notices specified in Secured Fully Floating Instruments Condition 6.1;
- (b) enforce the security constituted by the relevant Deed of Charge and distribute the proceeds (and, if applicable, physically settle the Entitlement), in each case, in accordance with its terms and the provisions of these Secured Fully Floating Instruments Conditions and the Security Agency Agreement;
- (c) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with these Secured Fully Floating Instruments Conditions; and
- (d) perform any further actions of the Security Agent specified in these Secured Fully Floating Instruments Conditions, the relevant Deed of Charge and the Security Agency Agreement or any reasonable incidental actions,

provided that if, at any time before the Security Agent has taken any steps to enforce the security constituted by the related Security Agency Agreement and/or Deed of Charge or a judgment or decree for payment of the money due with respect to such Secured Instruments has been obtained by any Holder, the Security Agent is notified in writing by the relevant Instrument Agent that the occurrence of an Acceleration Event and its consequences have been rescinded and annulled in accordance with Secured Fully Floating Instruments Condition 4.8.3 below, then such Acceleration Instruction shall be deemed not to have been given and the Security Agent shall be entitled to rely on any such notification from the relevant Instrument Agent without further enquiry and shall incur no liability to the Holders or any other party for any action taken or not taken prior to or as a result of such notification.

4.8.3 At any time following the occurrence of an Acceleration Event and (i) before the Security Agent has taken any steps to enforce the security constituted by the related Security Agency Agreement and/or Deed of Charge or (ii) a judgment or decree for payment of the money due with respect to such Secured Instruments has been obtained by any Holder, the occurrence of an Acceleration Event and its consequences may be rescinded and annulled upon the written consent of Holders of a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding, or by resolution adopted by a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding present or represented at a meeting of Holders at which a quorum is present, as provided in the Agency Agreement, if:

- (a) (i) the Issuer has paid, or has deposited with the relevant Clearing System, a sum sufficient to pay:
 - (A) in respect of Secured Notes:
 - (1) all overdue amounts of interest on such Secured Notes;
 - (2) the principal of such Secured Notes which has become due otherwise by such declaration of acceleration; or
 - (B) in respect of Secured W&C Instruments:
 - (1) all overdue Additional Amounts on such Secured W&C Instruments;
 - (2) the Cash Settlement Amount or other termination amount of such Secured W&C Instruments which has become due otherwise than by such declaration of acceleration; or

- (ii) in the case of Secured Instruments to be settled by physical delivery, the Issuer has delivered the relevant assets to any agent appointed by the Issuer to deliver such assets to the Holders of the Non-Waived Instruments; and
- (b) all Secured Instrument Events of Default with respect to such Secured Instruments, other than the non-payment of any applicable principal amount, Cash Settlement Amount or other termination amount of such Secured Instruments which has become due solely by such declaration of acceleration, have been cured or waived as provided in Secured Fully Floating Instruments Condition 4.8.4 below.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

- 4.8.4 Any default by the Issuer and/or Secured Instruments Collateral Provider, other than the events described in Secured Fully Floating Instruments Condition 4.8.1(a) or Secured Fully Floating Instruments Condition 4.8.1(b), and other than an event described in Secured Fully Floating Instruments Condition 4.8.1(c) in respect of a covenant or provision of the Terms and Conditions which cannot be amended or modified without the passing of an Extraordinary Resolution of Holders, may be waived by the written consent of Holders of a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding affected thereby, or by resolution adopted by a majority (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments then outstanding present or represented at a meeting of Holders affected thereby at which a quorum is present, as provided in the Agency Agreement. Upon any such waiver, such default shall cease to exist, and any Secured Instrument Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the Agency Agreement, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.
- 4.8.5 Notes Condition 11 (*Events of Default and Rights of Acceleration*) shall not apply in respect of Secured Notes;
- 4.8.6 Notwithstanding anything to the contrary in the Secured Instruments Conditions or any other agreement, a holder shall not be permitted to exercise any default right with respect to any Secured Instrument or the Collateral Transaction Documents that is related, directly or indirectly, to an affiliate (as such term is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k)) of the Issuer becoming subject to a receivership, insolvency, resolution or similar proceeding (an "**Insolvency Proceeding**"). However, nothing in this paragraph shall restrict the exercise by a holder of any default right against the Issuer with respect to the Secured Instrument that arises as a result of (i) the Issuer becoming subject to an Insolvency Proceeding, (ii) the Issuer not satisfying a payment or delivery obligation pursuant to such Secured Instrument, or (iii) the failure of the Secured Instrument Collateral Provider, or any transferee thereof, to satisfy a payment or delivery obligation pursuant to the Collateral Transaction Documents or any other credit enhancement that supports the Secured Instrument. After an affiliate of the Issuer becomes subject to an Insolvency Proceeding, a Holder seeking to exercise a default right against the Issuer with respect to the Secured Instrument or the Collateral Transaction Documents shall have the burden of proof, by clear and convincing evidence, that the exercise of such default right is permitted thereunder. For purposes of this paragraph, "**default right**" has the meaning assigned to that term in, and shall be interpreted in accordance with 12 C.F.R. § 252.81, 12 C.F.R. § 382.1 and 12 C.F.R. § 47.1, as applicable.
- 4.8.7 Nothing in the Secured Instruments Conditions or the Collateral Transaction Documents shall prohibit the transfer of the Collateral Transaction Documents, any interest or obligation in or under such Collateral Transaction Documents, or any property securing such Collateral Transaction Documents to a transferee upon or following an affiliate (as such term is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k)) of the Issuer becoming subject to an Insolvency Proceeding.

4.9 **Status**

4.9.1 Secured Notes

Notes Condition 3 (*Status of the Notes and the Guarantees*) shall not apply to the Secured Notes. The Secured Notes constitute direct, limited recourse, unsubordinated and secured obligations of the Issuer and rank equally among themselves.

Notwithstanding Notes Condition 3 (*Status of the Notes and the Guarantees*), the obligations of the Guarantor under the Guarantees shall not apply to Secured Notes. **The Secured Notes are not guaranteed by the Guarantor or any other entity.**

4.9.2 Secured W&C Instruments

W&C Instruments Condition 2 (*Status of the W&C Instruments and MLBV/MLICo. Guarantee*) shall not apply to the Secured W&C Instruments. The Secured W&C Instruments constitute direct, limited recourse, unsubordinated and secured obligations of the Issuer and rank equally among themselves.

Notwithstanding W&C Instruments Condition 2 (*Status of the W&C Instruments and MLBV/MLICo. Guarantee*), the obligations of the Guarantor under the MLBV/MLICo. Guarantee shall not apply to Secured W&C Instruments. **The Secured W&C Instruments are not guaranteed by the Guarantor or any other entity.**

5. Secured Instruments Collateral Provider, Collateral Agent, Custodian, Security Agent, Secured Instruments Valuation Agent and relevant Instrument Agent

In relation to each Series of Secured Instruments, the Secured Instruments Valuation Agent acts solely as an agent of the Issuer, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. In relation to each issue of Secured Instruments, the Collateral Agent acts solely as an agent of the Secured Instruments Collateral Provider, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders or the Issuer.

The Secured Instruments Collateral Provider acts as an arms-length third party and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. For the avoidance of doubt, the Custodian does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders, the Issuer or the Security Agent.

In acting in connection with any Series of Secured Instruments, the Security Agent does not act as an advisor to or fiduciary or trustee for the Holders or any other party and nothing in any of the documents relating to the Programme shall be interpreted to constitute the Security Agent as a trustee or fiduciary of the Issuer, the Secured Instruments Collateral Provider, the Holders or any other party and will not assume any obligation or duty to, or any relationship of agency or trust for or with, any of the Holders of such Secured Instruments.

All calculations and determinations made in respect of the Secured Instruments by the Secured Instruments Collateral Provider, Collateral Agent and Secured Instruments Valuation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Holders and the Security Agent (as applicable).

Each of the Secured Instruments Collateral Provider and Secured Instruments Valuation Agent may, with the consent of the Issuer, delegate any of their obligations and functions to a third party as provided for in the Secured Instruments Collateral Provider Agreement, Valuation Agency Agreement and each Triparty Account Control Agreement, as applicable. The Collateral Agent may delegate any of its obligations and functions to a third party as provided for in the relevant Triparty Account Control Agreement.

In acting in connection with any Series of Secured Instruments, the relevant Instrument Agent shall act solely as an agent of the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the Holders of such Secured Instruments.

6. Default, Enforcement and Realisation

6.1 Acceleration and Enforcement of Collateral

If the Security Agent receives an Acceleration Instruction, the Security Agent shall (acting in accordance with such Acceleration Instruction), as soon as reasonably practicable:

- (i) deliver a Collateral Enforcement Notice (in or substantially in the form annexed to the relevant Deed of Charge) in respect of such Series of Secured Instruments to each of the Issuer, the Secured Instruments Collateral Provider and the relevant Instrument Agent;
- (ii) deliver a Notice of Exclusive Control (in or substantially in the form annexed to the relevant Triparty Account Control Agreement) in respect of the Collateral Account of such Series of Secured Instruments to the Collateral Agent;
- (iii) give notice to the relevant Instrument Agent of the occurrence of an Acceleration Event and the delivery of such Collateral Enforcement Notice and Notice of Exclusive Control and the relevant Instrument Agent will give notice of the same in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) to all relevant Holders; and
- (iv) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with the Secured Fully Floating Instruments Conditions.

Upon delivery of the Collateral Enforcement Notice, all Secured W&C Instruments in respect of which the Collateral Enforcement Notice is served will become immediately due and repayable at their Early Redemption/Settlement Amount and, where "Physical Delivery of Collateral Assets" is specified to be applicable in the applicable Final Terms, such Secured W&C Instruments will also be subject to settlement in accordance with Secured Fully Floating Instruments Condition 6.8.

As soon as reasonably practicable following the delivery of a Collateral Enforcement Notice, the Issuer shall, and shall procure that its Affiliates that hold Waived Instruments, of the Series of Secured Instruments in respect of which the Collateral Enforcement Notice is served, submit such Waived Instruments for cancellation free of payment and, following such cancellation, the Secured Instruments Valuation Agent shall notify the Security Agent of the principal amount or number, as applicable, of outstanding Non-Waived Instruments of such Series.

6.2 Enforcement and Realisation

Following delivery of a Collateral Enforcement Notice in respect of the relevant Series of Secured Instruments, the Security Agent (acting in accordance with an Acceleration Instruction) shall enforce the security constituted by the relevant Deed of Charge relating to the relevant Collateral Pool in accordance with the terms thereof, these Secured Fully Floating Instruments Conditions (as completed by the applicable Final Terms) and the terms of the Security Agency Agreement and will give instructions to the Disposal Agent to:

- (a) where "Physical Delivery of Collateral Assets" is specified not to apply in the applicable Final Terms, effect a liquidation and realisation in accordance with Secured Fully Floating Instruments Condition 6.6 of all the Collateral Assets in the Collateral Pool which secures such Series of Secured W&C Instruments and subsequently distribute the relevant Collateral Enforcement Proceeds Share to the relevant Holders in accordance with Secured Fully Floating Instruments Condition 6.5; or
- (b) where "Physical Delivery of Collateral Assets" is specified to be applicable in the applicable Final Terms, arrange for delivery of the relevant Entitlement to the relevant Holders in accordance with Secured Fully Floating Instruments Condition 6.8.

6.3 Liability of the Security Agent

The Security Agency Agreement contains provisions setting out the standards of liability of the Security Agent including providing that:

- (a) in the event that any Secured Party directs the Security Agent to effect the liquidation and realisation of the Collateral Assets in the Collateral Pool which secures the relevant Series of Secured Instruments in a manner that is in accordance with the exact provisions of the Acceleration Instruction, the Security Agent shall not be under any obligation to take any further action (without prejudice to its ability to instruct the Disposal Agent to liquidate and realise the Collateral Assets for the purpose of funding the Security Agent Amounts) if it reasonably believes that (i) it would not be able to recover the Security Agent Amounts that would be incurred in connection with such action from the relevant Collateral Assets or otherwise and/or (ii) it would experience an unreasonable delay in doing so; and
- (b) in the event that any Secured Party directs the Security Agent to effect the liquidation and realisation of the Collateral Assets in the Collateral Pool which secures the relevant Series of Secured Instruments in a manner other than in accordance with the exact provisions of the Acceleration Instruction, the Security Agent shall not be under any obligation to take any action unless it has first been indemnified and/or secured and/or pre-funded to its satisfaction

and in, each case, the Security Agent shall have no liability for any such failure to act.

The Security Agent will not, in the absence of its own gross negligence, fraud or wilful misconduct, have any liability in connection with its role under or for the purposes of these Secured Fully Floating Instruments Conditions and it will have no regard to the effect of such action on individual Holders. In no event shall the Security Agent be liable for any special, indirect or consequential loss or any punitive damages including (without limitation) any lost profits.

For the avoidance of doubt, the Security Agent shall be entitled to rely without enquiry on an Acceleration Instruction delivered by the Instrument Agent and on any notice of revocation of such Acceleration Instruction pursuant to Condition 4.8.2 and shall have no obligation to monitor or verify whether the relevant threshold has been met or to monitor or verify whether any Holder that has delivered an Acceleration Notice holds Waived Instruments or Non-Waived Instruments.

6.4 **Enforcement and realisation by Holders**

No Holder shall be entitled to enforce a Deed of Charge or to proceed directly against the Secured Instruments Collateral Provider to enforce the other provisions of a Charged Document unless the Security Agent, having become bound to so enforce or proceed, fails so to do within a reasonable time and such failure is continuing or the Security Agent is prevented from enforcing a Deed of Charge by any court order. If a Holder becomes so entitled, then such Holder shall not be entitled to enforce the relevant Deed of Charge or Charged Document in the United Kingdom.

If the Security Agent becomes bound to enforce a Deed of Charge or a Charged Document and fails to do so within a reasonable time and such failure is continuing or the Security Agent is prevented from enforcing a Deed of Charge by any court order, then, without prejudice to the paragraph above, Holder(s) of at least 33 per cent. (in respect of Secured Instruments that are Secured Notes) in aggregate principal amount or (in respect of Secured Instruments that are Secured W&C Instruments) in aggregate Notional Amount or by number (as applicable) of such Non-Waived Instruments outstanding may remove the Security Agent and appoint a replacement Security Agent in accordance with Secured Fully Floating Instruments Condition 3.7 and the terms of the Security Agency Agreement.

Neither the Issuer nor any Holder shall be entitled to enforce a Triparty Account Control Agreement or the Custodian Agreement or to proceed directly against the Collateral Agent or the Custodian to enforce the terms of the relevant Triparty Account Control Agreement or the Custodian Agreement (as applicable). Neither the Collateral Agent nor the Custodian shall have any liability to the Issuer or any Holder as to the consequence of any actions taken by the Collateral Agent or Custodian (as applicable).

6.5 Application and distribution of proceeds of enforcement

- 6.5.1 In connection with the enforcement of the security constituted by the relevant Deed of Charge, after the realisation and liquidation of the relevant Collateral Assets in accordance with Secured Fully Floating Instruments Condition 6.6, the Security Agent (acting in accordance with an Acceleration Instruction) shall instruct the Disposal Agent to use the proceeds of such realisation and liquidation of the Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms and to notify the Secured Instruments Valuation Agent of the Collateral Enforcement Proceeds. Following such payment the Secured Instruments Valuation Agent shall determine the Collateral Enforcement Proceeds Share (if any) in respect of each Non-Waived Instrument and shall notify such amount to the Security Agent, the Disposal Agent and to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*).
- 6.5.2 Subject as provided below, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall apply the remaining proceeds from the realisation of the relevant Collateral Assets in a Collateral Pool in meeting the claims of Holders in respect of the Early Redemption/Settlement Amount payable under each Non-Waived Instrument which is secured by the relevant Collateral Pool *pro rata* to the Collateral Enforcement Proceeds Share of each such Non-Waived Instrument.
- 6.5.3 If the Collateral Enforcement Proceeds Share for a particular Non-Waived Instrument is greater than the Early Redemption/Settlement Amount of such Non-Waived Instrument, then:
- (a) where "NV Collateralisation" or "Max (NV, MV) Collateralisation" is specified to be applicable in the applicable Final Terms, such Holder shall be entitled to receive from the Collateral Enforcement Proceeds Share up to the greater of:
 - (i) the product of (A) the Collateralisation Percentage, multiplied by (B) (I) in respect of Secured Instruments that are Secured Notes, the principal amount of such Non-Waived Instrument or (II) in respect of Secured Instruments that are Secured W&C Instruments, the Notional Amount of such Non-Waived Instrument; and
 - (ii) the Early Redemption/Settlement Amount,

(the greater of the amounts in sub-paragraphs (i) and (ii) shall be the "**NV Collateralisation Enforcement Proceeds Cap**"). Any excess amount of the Collateral Enforcement Proceeds Share over the NV Collateralisation Enforcement Proceeds Cap will be distributed to the Secured Parties ranking after the Holders of Non-Waived Secured Instruments in accordance with the Order of Priority specified in the applicable Final Terms; or
 - (b) where "MV Collateralisation" or "Min (NV, MV) Collateralisation" is specified to be applicable in the applicable Final Terms, the Holder is only entitled to receive from the Collateral Enforcement Proceeds Share an amount equal to the Early Redemption/Settlement Amount. Any excess amount of the Collateral Enforcement Proceeds Share over the Early Redemption/Settlement Amount will not be distributed to such Holder but will be distributed to the Secured Parties ranking after the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.
- 6.5.4 Where the Collateral Enforcement Proceeds Share for a particular Secured Instrument is less than the Early Redemption/Settlement Amount (such amount being a "Collateral Enforcement Loss Amount"), such Holder will not be entitled to any further recourse against the Issuer or the Secured Instruments Collateral Provider for such Collateral Enforcement Loss Amount.
- 6.5.5 The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall determine the date for distribution of the remaining proceeds to Holders

in accordance with Secured Fully Floating Instruments Condition 6.5.2 and shall notify such date to the relevant Instrument Agent and the relevant Instrument Agent shall notify Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*).

- 6.5.6 Moneys held by the Security Agent shall be deposited in its name in an account at such bank or other financial institution as the Security Agent may, acting in good faith and in a commercially reasonable manner, think fit. Any interest paid by such bank or financial institution on such moneys shall be deemed to be Collateral Assets.
- 6.5.7 To the extent that any proceeds from the liquidation or realisation of the relevant Collateral Assets in a Collateral Pool are not in the Settlement Currency, then such proceeds shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), having regard to then-current rates of exchange. Any rate, method and date so specified shall be binding on the Issuer, the Secured Instruments Collateral Provider and the Holders.

6.6 **Method of realisation of Collateral Assets**

Subject as may otherwise be provided for in these Secured Fully Floating Instruments Conditions, in effecting the sales, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may sell the relevant Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may effect sales of the Collateral Assets (a) on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (b) in the over-the-counter market or (c) in transactions otherwise than on such exchanges or in the over-the counter market.

Where the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) disposes of any Collateral Assets other than on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted then:

- (a) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall seek firm bid quotations from at least three independent dealers in assets similar in nature to the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of a designated part or proportion thereof, as it considers appropriate in order to maximise the proceeds of the sale of such Collateral Assets);
- (b) for the purposes of obtaining the quotations referred to in (a) above, the Security Agent or the Disposal Agent may itself provide a bid in respect of the relevant Collateral Assets or any part or proportion thereof; and
- (c) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be authorised to accept without liability to any party in respect of each relevant part or proportion of the Collateral Assets or, as applicable, the entirety of the relevant Collateral Assets the highest quotation so obtained (which may be a quotation from the Security Agent or the Disposal Agent (when providing such quotations itself, the Security Agent or the Disposal Agent shall act in a commercially reasonable manner)).

Notwithstanding any other provision of these Secured Fully Floating Instruments Conditions, following receipt by the Security Agent of notice of an Acceleration Event, the Security Agent shall be entitled in its sole discretion to instruct the Disposal Agent to liquidate, dispose or realise any of the Collateral Assets at any time and without regard to any of the provisions of the Secured Fully Floating Instruments Conditions with respect to method, price or time of such realisation, in order to satisfy any Security Agent Amounts, and without liability to any party for any such action.

6.7 Inability to realise Collateral Assets

If the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to sell the relevant Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of one or more Collateral Assets, in each case pursuant to Secured Fully Floating Instruments Condition 6.6, for a period of one year from the date of the relevant Acceleration Instruction (such Collateral Assets being "**Non-Realised Collateral Assets**"), then notwithstanding any other provision hereof, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be entitled without liability to any party to sell such Non-Realised Collateral Assets by accepting the first available price for such Non-Realised Collateral Assets.

6.8 Physical Delivery of Collateral Assets

6.8.1 Where "Physical Delivery of Collateral Assets" is specified to be applicable in the applicable Final Terms, following enforcement of a Deed of Charge, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall:

- (a) firstly, apply any Cash held in the Collateral Account in payment of any amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms; and
- (b) secondly, to the extent that any Cash held in the Collateral Account is insufficient to make payment of any amounts payable to the Secured Parties ranking prior to the Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms, liquidate or realise in accordance with Secured Fully Floating Instruments Condition 6.6 an amount of Collateral Assets sufficient to make the payment of the remainder of such amounts in accordance with the Order of Priority specified in the applicable Final Terms,

the aggregate amount of Collateral Assets remaining in the relevant Collateral Account following such distribution of Cash and liquidation or realisation in accordance with this Secured Fully Floating Instruments Condition 6.8.1, the "Remaining Collateral Assets". The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall notify the Secured Instruments Valuation Agent of the Collateral Assets comprising the Remaining Collateral Assets.

6.8.2 The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) will notify the relevant Instrument Agent and the relevant Instrument Agent will notify Holders of the relevant Collateral Delivery Date in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Conditions 12 (*Notices*) and:

- (a) the Secured Instruments Valuation Agent shall aggregate the Unrounded Collateral Assets Entitlement (excluding any Cash) in respect of all Non-Waived Instruments of such Series held by each such Holder and will round down such aggregated Unrounded Collateral Assets Entitlement to the nearest tradable unit of each type of Collateral Asset (the "**Entitlement**" in respect of such Holder);
- (b) the Secured Instruments Valuation Agent shall notify the Entitlement in respect of each Holder to the Security Agent and the Disposal Agent and to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*);
- (c) the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall deliver the relevant Entitlement to the Holders of the Non-Waived Instruments secured by the relevant Collateral Pool in accordance with the method of transfer of Collateral Assets specified in, with respect to Secured Notes, Physical Delivery Notes Condition 2

(*Delivery of Entitlement and Asset Transfer Notices*) or, with respect to Secured W&C Instruments, W&C Instruments Condition 25(C)(b) or 32(C)(b) (provided that no Expenses shall be payable), as applicable (and each reference therein to "Issuer" shall be deemed to be a reference to "Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent)"); and

- (d) the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall realise and liquidate in accordance with Secured W&C Instruments Condition 6.6 the number or fraction of Collateral Assets which it is not possible to deliver to a Holder following rounding by the Secured Instruments Valuation Agent in accordance with sub-paragraph (a) above as notified to the Security Agent and the Disposal Agent in accordance with sub-paragraph (b) above and shall notify the Secured Instruments Valuation Agent of the amount of the proceeds of such realisation and liquidation. The Secured Instruments Valuation Agent shall notify the Fractional Cash Amount in respect of each Holder to the Security Agent and the Disposal Agent and to the Holders in accordance with in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*). The Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall pay the relevant Fractional Cash Amount to each Holder.

Delivery of such Entitlement and payment of such Fractional Cash Amount shall fully extinguish the Issuer's obligations in respect of the relevant Secured W&C Instruments notwithstanding that the value of the Entitlement so delivered and Fractional Cash Amount so paid may be less than the market value and/or nominal value of the relevant Secured W&C Instrument.

- 6.8.3 A Holder is only entitled to receive its Entitlement (and any Fractional Cash Amount) and delivery thereof is subject to Secured Fully Floating Instruments Condition 6.9. Any remaining Collateral Assets will be liquidated by the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) and the proceeds thereof distributed to the Secured Parties ranking after Holders of Non-Waived Instruments in accordance with the Order of Priority specified in the applicable Final Terms.
- 6.8.4 Where the Entitlement for a particular Holder is less than the sum of the Early Redemption/Settlement Amounts that would be payable in respect of each Non-Waived Instrument held by such Holder if "Physical Settlement of Collateral Assets" were deemed to be not applicable (such loss amount, the "**Collateral Enforcement Loss Amount**"), such Holder shall not be entitled to any further recourse against the Issuer, the Secured Instruments Collateral Provider or any other party for such Collateral Enforcement Loss Amount.
- 6.8.5 W&C Instruments Condition 5 shall not apply in respect of Secured W&C Instruments.
- 6.8.6 Physical Delivery Notes Condition 3 (*Settlement Disruption Event*), Physical Delivery Notes Condition 4 (*Failure to Deliver due to Illiquidity*) and Physical Delivery Notes Condition 5 (*Option to Vary Settlement*) shall not apply in respect of Secured Notes.
- 6.8.7 To the extent that any Cash in a Collateral Pool is not in the Settlement Currency, such Cash shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), having regard to then-current rates of exchange. Any rate, method and date so specified shall be binding on the Issuer, the Secured Instruments Collateral Provider and the Holders.
- 6.8.8 For the purposes of these Secured Fully Floating Instruments Conditions, the following definitions will apply:

"**Collateral Delivery Date**" means, in relation to a Series of Secured W&C Instruments where "Physical Delivery of Collateral Assets" is applicable, the date on which the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) intends to deliver the Entitlement to Holders.

"Fractional Cash Amount" means, in respect of a Holder, an amount in the Settlement Currency determined by the Secured Instruments Valuation Agent as the sum of:

- (a) the *pro rata* share of the proceeds of such realisation and liquidation of such Holder whose Entitlement is subject to rounding (determined by the Secured Instruments Valuation Agent in respect of each Holder, on the basis of the difference between the aggregated Unrounded Collateral Assets Entitlement of such Holder minus the Entitlement of such Holder); plus
- (b) the *pro rata* share of any Cash comprised in the Remaining Collateral Assets of such Holder (determined by the Secured Instruments Valuation Agent in respect of each Holder, on the basis of the aggregated Unrounded Collateral Assets Entitlement of such Holder).

"Remaining Collateral Assets" has the meaning given in Secured Fully Floating Instruments Condition 6.8.1.

"Unrounded Collateral Assets Entitlement" means, for each Non-Waived Instrument in a Series of Secured Instruments, the lesser of:

- (a) Collateral Assets with a Market Value equal to the Market Value of the Collateral Assets comprising such Non-Waived Instrument's *pro rata* share of the Remaining Collateral Assets, in each case, as determined by the Collateral Agent in respect of the Secured Instrument Valuation Time for the Collateral Test Date immediately preceding delivery of the Collateral Enforcement Notice; and
- (b) Collateral Assets with a Market Value determined by the Collateral Agent in respect of the Secured Instrument Valuation Time for the Collateral Test Date immediately preceding delivery of the Collateral Enforcement Notice equal to, if the applicable Final Terms specify:
 - (i) "NV Collateralisation" or "Max (NV, MV) Collateralisation" to be applicable, the greater of:
 - (A) the product of (I) the Collateralisation Percentage, multiplied by (II) (1) in respect of Secured Instruments that are Secured Notes, the principal amount of such Non-Waived Instrument or (2) in respect of Secured Instruments that are Secured W&C Instruments, the Notional Amount of such Non-Waived Instrument; and
 - (B) the Early Redemption/Settlement Amount in respect of such Non-Waived Instrument; or
 - (ii) "MV Collateralisation" or "Min (NV, MV) Collateralisation" to be applicable, the Early Redemption/Settlement Amount in respect of such Non-Waived Instrument,

in each case, as determined by the Secured Instruments Valuation Agent.

6.8.9 This Condition 6.8 shall not apply to Secured Instruments which are Rule 144A Instruments.

6.9 Physical Delivery of Collateral Assets Disruption Event

6.9.1 If, in the opinion of the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), delivery of all or some of the Collateral Assets forming part of the Entitlement using the method of delivery specified in respect of Secured Notes, in Physical Delivery Note Condition 2 (*Delivery of Entitlement and Asset Transfer Notices*) or, in respect of Secured W&C Instruments, W&C Instruments Condition 25(C)(b) or 32(C)(b) (as applicable and as notified to the Disposal Agent by the Security Agent), or such other commercially reasonable manner as the Security Agent, or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), has determined, is not practicable by reason of a Physical Delivery of Collateral Assets Disruption Event having occurred and continuing on

any Collateral Delivery Date, then such Collateral Delivery Date shall be postponed to the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) may elect in its sole discretion and without liability to any party to deliver the Collateral Assets forming part of the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) deems appropriate in connection with delivery of the Collateral Assets forming part of the Entitlement in such other commercially reasonable manner.

Where a Physical Delivery of Collateral Assets Disruption Event affects some but not all of the Collateral Assets forming part of the Entitlement due to be delivered to a Holder, the Collateral Delivery Date for those Collateral Assets forming part of the Entitlement which are able to be delivered will be the Collateral Delivery Date on which such Collateral Assets are delivered.

6.9.2 If delivery of any Collateral Assets forming part of the Entitlement is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days, then in lieu of physical settlement and notwithstanding any other provision hereof, the Security Agent (acting in accordance with an Acceleration Instruction) or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall sell or realise the Undeliverable Collateral Assets in the manner set out in Secured Fully Floating Instruments Condition 6.6 and deliver the proceeds thereof to Holders.

6.9.3 If the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) is unable to either sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of the Collateral Assets, in each case pursuant to Secured Fully Floating Instruments Condition 6.6, the Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent) shall be entitled, without the Security Agent or the Disposal Agent incurring any liability to any party, to accept the first available price for such Collateral Assets.

The Security Agent or the Disposal Agent (acting on behalf of and at the instruction of the Security Agent), shall give notice as soon as practicable to the relevant Instrument Agent and the relevant Instrument Agent will give notice as soon as practicable to Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) that a Physical Delivery of Collateral Assets Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Non-Waived Instruments in the event of any delay in the delivery of the Collateral Assets forming part of the Entitlement due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event and no liability in respect thereof shall attach to the Issuer, the Secured Instruments Collateral Provider, the Security Agent or the Disposal Agent.

6.9.4 This Condition 6.9 shall not apply to Secured Instruments which are Rule 144A Instruments.

6.10 **Replacement Secured Instruments Valuation Agent**

If, following the delivery of a Collateral Enforcement Notice, the Secured Instruments Valuation Agent fails to make the applicable calculations and determinations specified in this Secured Fully Floating Instruments Condition 6, or fails to notify the Security Agent or the Disposal Agent of the results of such calculations and determinations, within a reasonable time and in any event within 20 Collateral Business Days of receipt of a written request from the Security Agent and/or Disposal Agent (acting on behalf of and at the instruction of the Security Agent) that it make such calculations and determinations, then the Security Agent shall as soon as reasonably practicable appoint a replacement Secured Instruments Valuation Agent (a "**Replacement Secured Instruments Valuation Agent**") in accordance with Secured Fully Floating Instruments Condition 3.7.

7. **Segregation of Collateral Pools and Limited Recourse and Non-Petition**

By acquiring and holding Secured Instruments, Holders will be deemed to acknowledge and agree that the obligations of the Issuer to the Holders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Series of Secured Instruments. If:

- (a) there are no relevant Collateral Assets in the relevant Collateral Pool remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the relevant Collateral Assets in the relevant Collateral Pool have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the relevant Deed of Charge, the Security Agency Agreement and these Secured Fully Floating Instruments Conditions; and
- (c) there are insufficient amounts available from the relevant Collateral Assets in the relevant Collateral Pool to pay in full, in accordance with the provisions of the relevant Deed of Charge, the Security Agency Agreement and these Secured Fully Floating Instruments Conditions, amounts outstanding under the Secured Instruments (including payments of principal, premium (if any) and interest),

then the Holders of such Secured Instruments shall have no further claim against the Issuer or the Secured Instruments Collateral Provider in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Secured Instruments). In particular, no Holder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Secured Instruments held by such Holder. The Secured Instruments are not guaranteed by the Guarantor or any other entity and therefore Holders will have no claim against the Guarantor or any other entity in respect of any such amounts owing to them which remain unpaid.

8. Collateral Disruption Events

Upon the occurrence, as determined by the Secured Instruments Valuation Agent, of a Collateral Disruption Event, the Issuer may at its option and in its sole discretion give notice to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in respect of Secured W&C Instruments, W&C Instruments Condition 12 (*Notices*) and cancel all but not some only of the Secured Instruments of the relevant Series at the Early Redemption/Settlement Amount on the date specified by the Issuer in the notice to Holders, provided that such date shall be no later than two Business Days following the date of such notice.

9. MTM Trigger Event

9.1 Consequences of a MTM Trigger Event

If "MTM Trigger Event" is specified to be applicable in the applicable Final Terms and a MTM Trigger Event occurs or is continuing in respect of a Series of Secured Instruments, as determined by the Secured Instruments Valuation Agent, the Issuer shall:

- (a) in respect of Secured Notes, redeem all but not some only of the Secured Notes of such Series by giving notice to the Holders in accordance with Notes Condition 14 (*Notices*); or
- (b) in respect of Secured W&C Instruments, cancel all but not some only of the Secured W&C Instruments of such Series by giving notice to Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If the Issuer cancels the Secured Instruments due to the occurrence of a MTM Trigger Event, then the Issuer shall pay an amount in the Settlement Currency equal to the Early Redemption/Settlement Amount to each Holder in respect of each Non-Waived Instrument held by such Holder.

Payment will be made in such manner and on such date as shall be notified by the Issuer to the Holders in accordance with, in respect of Secured Notes, Notes Condition 14 (*Notices*) and, in

respect of Secured W&C Instruments W&C Instruments Condition 12 (*Notices*), provided that such date shall be no later than two Business Days following the date of such notice.

9.2 Additional Definitions

For the purposes of this Secured Fully Floating Instruments Condition 9, the following definitions will apply:

"MTM Trigger Event" means, in respect of a Series of Secured Instruments, that (and a MTM Trigger Event shall have occurred if) the Secured Instrument Intra-day Market Value at any time during Specified Business Hours on any MTM Trigger Observation Day falling in the MTM Trigger Observation Period is (a) if "less than the MTM Trigger Level" is specified in the applicable Final Terms, less than the MTM Trigger Level or (b) if "less than or equal to the MTM Trigger Level" is specified in the applicable Final Terms, less than or equal to the MTM Trigger Level, as determined by the Secured Instruments Valuation Agent.

"MTM Trigger Level" means the amount specified as such in the applicable Final Terms.

"MTM Trigger Observation Day" means each day falling in the MTM Trigger Observation Period on which levels, prices or values of each of the underlying asset(s) of the Secured W&C Instruments are announced, published or determined by the relevant exchange(s), quotation system(s), trading facility(ies), price source(s), sponsor(s) or service provider(s) (as applicable) in respect of such underlying asset(s) or any other relevant reference source(s) for the valuation of such underlying asset(s), as determined by the Secured Instruments Valuation Agent or any other day specified as such in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

"MTM Trigger Observation Period" means the period specified as such in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

"Secured Instrument Intra-day Market Value" means, in respect of a Series of Secured Instruments and any relevant time on any relevant day, the amount determined by the Secured Instruments Valuation Agent as the market value applicable to each Non-Waived Instrument of such Series of Secured Instruments as of such time on such day, which shall be calculated by reference to such factors as the Secured Instruments Valuation Agent considers to be appropriate including, without limitation:

- (a) market prices or values for any underlying asset(s) to which the Secured Instruments are linked and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;
- (b) the remaining term of the Secured Instruments until, in respect of Secured Notes, their scheduled maturity date and final redemption, or, in respect of Secured W&C Instruments, their scheduled exercise and final settlement;
- (c) internal pricing models; and
- (d) prices at which other market participants might bid for securities similar to the Secured Instruments.

"Specified Business Hours" means, in respect of any day, the time period from, and including, 5.00 a.m., Sydney time, on that day, to and including, 5.00 p.m., New York City time, on that day, or such other time period(s) specified in the applicable Final Terms or otherwise determined as provided in the applicable Final Terms.

10. Release of Security

The security constituted by the relevant Deed of Charge will be released in relation to Collateral Assets that are withdrawn from the Collateral Account in accordance with Secured Fully Floating Instruments Condition 4.4 or Secured Fully Floating Instruments Condition 4.5 and in accordance with the provisions of the relevant Deed of Charge.

ANNEX 15

ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE LINKED NOTES

1. **Interpretation**

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Preference Share Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Preference Share Linked Notes set out below (the "**Preference Share Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Note Conditions and the Preference Share Linked Conditions, the Preference Share Linked Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and the Preference Share Linked Conditions and (b) the applicable Final Terms, the Final Terms shall prevail.

2. **Definitions**

For the purposes of the Note Conditions and these Preference Share Linked Conditions:

"Early Redemption Amount" means, in respect of each Preference Share Linked Note, an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Calculation Amount} \times (\text{Preference Share Value (Early)} / \text{Preference Share Value (Initial)})$$

provided that if the Preference Share Linked Notes become due and payable following an Event of Default pursuant to Note Condition 11 (*Events of Default and Rights of Acceleration*), the Early Redemption Amount shall be equal to the fair market value of the Preference Share Linked Notes (taking into account all factors which the Calculation Agent determines to be relevant, but no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of such Preference Share Linked Notes) less Associated Costs (as defined in Note Condition 7(G) (*Early Redemption Amounts*)).

"Early Redemption Valuation Date" has the meaning given in Preference Share Linked Condition 6.

"Preference Share Issuer" means Preface Holdings Limited.

"Preference Share Linked Notes" means any Notes in respect of which the "Redemption/Payment Basis" is specified to be "Preference Share Linked" in the applicable Final Terms.

"Preference Shares" means the relevant class of preference shares as specified in the applicable Final Terms.

"Preference Share Value" means, in respect of any day, the market value of a Preference Share on such day, as determined by the Calculation Agent.

"Preference Share Value (Early)" means the Preference Share Value on the Early Redemption Valuation Date.

"Preference Share Value (Initial)" means the Preference Share Value on the Strike Date.

"Strike Date" means the date specified as such in the applicable Final Terms.

3. **No Interest**

No interest shall accrue on any Preference Share Linked Notes.

4. **Redemption at Maturity**

Unless previously redeemed or purchased and cancelled as provided in the Note Conditions or elsewhere in these Preference Share Linked Conditions, each Preference Share Linked Note will be redeemed by the Issuer at its Final Redemption Amount in the relevant Specified Currency on the Maturity Date. If the Final Redemption Valuation Date is to be adjusted in accordance with these Preference Share Linked Conditions, the Maturity Date shall be adjusted to the fifth Business Day following the adjusted Final Redemption Valuation Date. None of the Preference Share Linked Notes will be Physical Delivery Notes.

"Final Redemption Amount" means, in respect of each Preference Share Linked Note, an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Calculation Amount} \times (\text{Preference Share Value (Final)} / \text{Preference Share Value (Initial)})$$

"Final Redemption Valuation Date" means the date specified as such in the applicable Final Terms.

"Maturity Date" means the date specified as such in the applicable Final Terms.

"Preference Share Value (Final)" means the Preference Share Value on the Final Redemption Valuation Date.

5. **Mandatory Early Redemption**

If "Mandatory Early Redemption" is specified as "Applicable" in the applicable Final Terms, upon the determination by the Calculation Agent that a Preference Share Automatic Early Redemption Event has occurred, the Issuer shall redeem the Preference Share Linked Notes, in whole, but not in part, at their Mandatory Early Redemption Amount on the Mandatory Early Redemption Date. If the Mandatory Early Redemption Valuation Date is to be adjusted in accordance with these Preference Share Linked Conditions, the Mandatory Early Redemption Date shall be adjusted to the fifth Business Day following the adjusted Mandatory Early Redemption Valuation Date. The Issuer shall not be obliged to make any further payment under the Preference Share Linked Notes subsequent to such early redemption.

"Mandatory Early Redemption Amount" means, in respect of each Preference Share Linked Note, an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Calculation Amount} \times (\text{Preference Share Value (Mandatory)} / \text{Preference Share Value (Initial)})$$

"Mandatory Early Redemption Date" means the date specified as such in the applicable Final Terms.

"Mandatory Early Redemption Valuation Date" means such date as specified in the applicable Final Terms on which the Preference Share Automatic Early Redemption Event may occur.

"Preference Share Automatic Early Redemption Event" means the occurrence of an automatic early redemption event under the terms and conditions of the Preference Shares, as determined by the Calculation Agent.

"Preference Share Value (Mandatory)" means the Preference Share Value on the Mandatory Early Redemption Valuation Date.

6. **Unscheduled Early Redemption**

The Issuer may redeem the Preference Share Linked Notes, in whole, but not in part, at any time prior to maturity at their Early Redemption Amount if the Calculation Agent determines that an Early Redemption Event has occurred. Notice of intention to redeem the Preference Share Linked Notes, which shall specify the Early Redemption Valuation Date and the date fixed for

the redemption, will be given by the Issuer to the Noteholders in accordance with Note Condition 14 (*Notices*) as soon as reasonably practicable following the relevant Early Redemption Event.

"Additional Disruption Event" means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging.

"Change in Law" means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Hedge Position or (B) the Issuer and/or its Affiliates will incur a materially increased cost in performing its obligations in relation to the Preference Share Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

"Early Redemption Event" means that (i) the Calculation Agent determines that an Extraordinary Event has occurred, (ii) the Issuer has become aware that the Preference Shares will redeem prior to their scheduled redemption other than pursuant to a Preference Share Automatic Early Redemption Event, or (iii) the Calculation Agent determines that an Additional Disruption Event has occurred.

"Early Redemption Valuation Date" means (i) in the case of an Early Redemption Event other than an Insolvency Filing, the date determined by the Calculation Agent following the Early Redemption Event provided that such date shall be a date within a minimum period of time required in order to value the Preference Share Linked Notes following the Early Redemption Event and must be a date on which the Preference Shares remain in issue and (ii) in the case of an Insolvency Filing, the date immediately preceding the date of such Insolvency Filing as determined by the Calculation Agent, as the case may be.

"Extraordinary Event" means a Merger Event, a Nationalisation, an Insolvency, an Insolvency Filing and/or a Preference Share Adjustment Event.

"Hedging Entity" means the Issuer and/or any of its Affiliates or agents engaged in any underlying or hedging transactions relating to the Preference Share Linked Notes and/or the Preference Shares in respect of the Issuer's obligations under the Preference Share Linked Notes.

"Hedging Disruption" means that a Hedging Entity or Hypothetical Dealer (as applicable) is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Positions it deems necessary to hedge the market risk (or any other relevant price risk including, without limitation, the bond price risk, credit price risk, currency risk, equity price risk, dividend risk, interest rate risk, foreign exchange risk, warrant price risk) of the Issuer issuing and performing its obligations with respect to the Preference Share Linked Notes, or (ii) realise, recover or remit the proceeds of any such Hedge Positions.

"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more (a) assets, positions, or loans in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) by a Hedging Entity or Hypothetical Dealer (as applicable), in order to hedge, individually or on a portfolio basis, the Issuer issuing and performing its obligations with respect to the Preference Share Linked Notes.

"Hypothetical Dealer" means a hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as applying to the Hedging Entity.

"Increased Cost of Hedging" means that a Hedging Entity or Hypothetical Dealer (as applicable) would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i)

acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Positions it deems necessary to hedge the market risk (or any other relevant price risk including, without limitation, the bond price risk, credit price risk, currency risk, equity price risk, dividend risk, interest rate risk, foreign exchange risk, warrant price risk) of the Issuer issuing and performing its obligations with respect to the Preference Share Linked Notes, or (ii) realise, recover or remit the proceeds of any such Hedge Positions, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Hedging Entity or Hypothetical Dealer (as applicable) shall not be deemed an Increased Cost of Hedging.

"Insolvency" means that by reason of the voluntary or involuntary liquidation, administration, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Preference Share Issuer such that (i) all or substantially all the assets of the Preference Share Issuer are required to be transferred to a trustee, liquidator, administrator, receiver, administrative receiver or other similar official or (ii) holders of transferrable securities issued by the Preference Share Issuer become legally prohibited from transferring such securities, provided that if the Preference Share Issuer is incorporated or formed in Jersey, (1) a reference to "winding-up", "administration", "insolvency", "insolvent", "bankruptcy", "liquidation" or "dissolution" includes, without limitation, "bankruptcy" (as that term is interpreted pursuant to Article 8 of the Interpretation (Jersey) Law 1954), a compromise or arrangement of the type referred to in Article 125 of the Companies (Jersey) Law 1991, any procedure of process referred to in Part 21 of the Companies (Jersey) Law 1991, and a reference to "analogous proceeding" means any other similar proceedings affecting the rights of creditors generally under Jersey law; and (2) a reference to "receiver", "administrative receiver", "administrator" or the like includes, without limitation, the Viscount of the Royal Court of Jersey, *Autorisés* or any other person performing the same function of each of the foregoing.

"Insolvency Filing" means that the Preference Share Issuer 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, or it consents to 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 or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Preference Share Issuer shall not be deemed an Insolvency Filing. The proviso to the definition of "Insolvency" above shall also apply in respect of this definition.

"Merger Date" means the date upon which holders of the necessary number of Preference Shares (other than in the case of a takeover offer, Preference Shares owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Preference Shares.

"Merger Event" means, in respect of any relevant Preference Shares, any (i) reclassification or change of such Preference Shares that results in a transfer of or an irrevocable commitment to transfer all of such Preference Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Preference Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Preference Shares that results in a transfer of or an irrevocable commitment to transfer all such Preference Shares (other than such Preference Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer or its subsidiaries with or into another entity in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Preference Shares outstanding but results in the outstanding Preference Shares (other than Preference Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Preference Shares immediately following such event, in each case if the Merger Date is on or before the Relevant Event Cut-off Date.

"Nationalisation" means that all the Preference Shares or all or substantially all the assets of the Preference Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"Preference Share Adjustment Event" means any adjustment to the terms and conditions of the Preference Shares or amounts or values previously determined by the Calculation Agent in respect of the Preference Shares, in accordance with the terms and conditions of the Preference Shares.

"Relevant Event Cut-off Date" means the last occurring Mandatory Early Redemption Valuation Date, Optional Redemption Valuation Date or Final Redemption Valuation Date in respect of the relevant Preference Share Linked Notes.

"Trade Date" means the date specified as such in the applicable Final Terms.

7. Optional Redemption of Preference Share Linked Notes

If "Redemption at the Option of the Issuer" is specified to be applicable in the applicable Final Terms, the Issuer may give notice of the specified Notice Period to the Noteholders in accordance with Note Condition 14 (*Notices*) and will redeem all (but not some only) of the Preference Share Linked Notes, each Note to be redeemed by payment of the Optional Redemption Amount on the Optional Redemption Date.

If "Redemption at the Option of the Noteholders" is specified to be applicable in the applicable Final Terms, a Noteholder shall have the option to require the Issuer to redeem its Preference Share Linked Note(s), upon such Noteholder giving notice of the specified Notice Period to the Issuer in accordance with Note Condition 14 (*Notices*). The Issuer will then, upon expiry of such notice, redeem, subject to and in accordance with the terms specified in the applicable Final Terms, in whole (but not in part), such Note(s) at the relevant Optional Redemption Amount, on the Optional Redemption Date(s).

This Preference Share Linked Condition 7 shall prevail over Note Conditions 7(D) (*Redemption at the Option of the Issuer (Issuer Call)*) and 7(E) (*Redemption at the Option of the Noteholders (Investor Put)*).

"Notice Period" means the minimum number of Business Days as specified in the applicable Final Terms.

"Optional Redemption Amount" means, in respect of each Preference Share Linked Note, an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$\text{Calculation Amount} \times (\text{Preference Share Value (Optional)} / \text{Preference Share Value (Initial)})$$

"Optional Redemption Valuation Date" means the date specified as such in the applicable Final Terms. The applicable Final Terms may provide that the Optional Redemption Valuation Date will be specified in the notice relating to the Redemption at the Option of the Issuer.

"Optional Redemption Date" the date specified as such in the applicable Final Terms. The applicable Final Terms may provide that the Optional Redemption Date will be specified in the notice relating to the Redemption at the Option of the Issuer.

"Preference Share Value (Optional)" means the Preference Share Value on the Optional Redemption Valuation Date.

8. No Gross-up for Withholding Tax

A holder of Preference Share Linked Notes must pay all taxes arising from or payable in connection with all payments relating to the Preference Share Linked Notes. All payments in respect of the Securities shall be made free and clear of, and without withholding or deduction for, any present or future taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the United States or the Netherlands (or any authority or political

subdivision thereof or therein having power to tax) unless such withholding or deduction is required by law.

In that event, the Issuer, the Guarantor or the Paying Agent, as the case may be, 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. Neither the Issuer, the Guarantor nor the Paying Agent will be obliged to pay any Additional Tax Amounts to holders of the Preference Share Linked Notes in respect of such withholding or deduction, and any such withholding or deduction shall not be an Event of Default under Note Condition 11 (*Events of Default and Rights of Acceleration*).

Note Condition 9 (*Taxation*) shall not apply to any Preference Share Linked Notes. Accordingly, the Issuer shall not exercise any redemption right pursuant to Note Conditions 7(B) (*Redemption for Tax Reasons*) and 7(C) (*Redemption for Tax Compliance Reasons*).

9. **Adjustment of Valuation Dates**

"**Valuation Date**" means any of the Strike Date, Mandatory Early Redemption Valuation Date, Optional Redemption Valuation Date or Final Redemption Valuation Date as specified in the Final Terms, provided that any such Valuation Date may be adjusted to align with its corresponding valuation date under the terms and conditions of the Preference Shares if such valuation date of the Preference Shares is adjusted by reason of a disruption, adjustment or other actual or potential event concerning the underlying asset or reference basis (or any part thereof) for the Preference Shares. Any adjustment to the Valuation Dates shall be carried out at the Calculation Agent's sole discretion.

ANNEX 16

ADDITIONAL TERMS AND CONDITIONS FOR INDEX-LINKED FUTURES CONTRACTS

1. **Interpretation**

The provisions (the "**Index-Linked Futures Contract Conditions**") of this annex shall apply to Notes and W&C Instruments for which the applicable Final Terms specify that these Index-Linked Futures Contract Conditions shall apply.

Unless the context otherwise requires, terms defined in the Index-Linked Conditions, Notes Conditions and W&C Instruments Conditions, the applicable Additional Terms and Conditions, and the applicable Final Terms shall have same meaning when used in these Index-Linked Futures Contract Conditions.

In the event of any inconsistency between the Index-Linked Conditions, Notes Conditions, in the case of Notes, or the W&C Instruments Conditions, in the case of W&C Instruments and the Index-Linked Futures Contract Conditions, these Index-Linked Futures Contract Conditions shall prevail. In the event of any inconsistency between (a) the Index-Linked Conditions, Note Conditions or the W&C Instruments Conditions and/or the Index-Linked Futures Contracts Conditions and (b) the applicable Final Terms, the applicable Final Terms shall prevail. References in the Index-Linked Futures Contract Conditions to "Instrument" and "Instruments" shall be deemed to be references to "Note" and "Notes" or "W&C Instrument" and "W&C Instruments" as the context admits.

2. **Definitions**

The following terms and expressions shall have the following meanings in relation to the Instruments to which these Index-Linked Futures Contract Conditions apply:

"Applicable Delivery Month" means, in respect of an Applicable Index, the delivery month for such Applicable Index as specified in the applicable Final Terms.

"Applicable Index" means each Index in the applicable Final Terms which has been designated an "Applicable Index".

"Derivatives Exchange" means, in respect of an Applicable Index and the Index-Linked Futures Contract, the exchange or quotation system specified as such in the applicable Final Terms in respect of such Applicable Index, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index-Linked Futures Contract has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Index-Linked Futures Contract on such temporary substitute exchange or quotation system as on the original Derivatives Exchange).

"Daily Settlement Price" means, in respect of an Index-Linked Futures Contract for an Applicable Index and any day, the official settlement price of the relevant Index-Linked Futures Contract (howsoever described under the rules of the relevant Derivatives Exchange or its clearing house) for such day published by the Derivatives Exchange or its clearing house, as determined by the Calculation Agent, or as may otherwise be described in the relevant Final Terms.

"Final Settlement Price" means, in respect of an Index-Linked Futures Contract for an Applicable Index and any day, the final official settlement price of such Index-Linked Futures Contract (howsoever described under the rules of the relevant Derivatives Exchange or its clearing house) for such day published by the Derivatives Exchange or its clearing house, or as may otherwise be described in the applicable Final Terms.

"Index-Linked Futures Contract" in relation to an Applicable Index means the futures contract related to such Applicable Index traded on the Derivatives Exchange for such Applicable Index, with the Applicable Delivery Month.

"Index-Linked Futures Contract Adjustment Event" means, and shall have occurred if, the Calculation Agent determines that, any term of the relevant Index-Linked Futures Contract is changed or modified by the Derivatives Exchange (including if it is permanently discontinued), and the Calculation Agent determines that such change or modification could have a material effect on the Instruments, as applicable.

"Scheduled Valuation Date (Futures Contract)" for an Applicable Index means the date specified to be the "Valuation Date" in the applicable Final Terms, prior to any adjustment of such date.

"Valuation Cut-Off Date" means, in respect of an Applicable Index and a Valuation Date, the second Business Day immediately preceding the date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Valuation Date, provided that the Valuation Cut-Off Date shall not fall prior to the Scheduled Valuation Date (Futures Contract) for such Applicable Index.

3. **Valuation Date for Index-Linked Futures Contracts for an Applicable Index**

The **"Valuation Date"** for the Index-Linked Futures Contract for an Applicable Index shall be the Scheduled Valuation Date (Futures Contract) for such Applicable Index, unless:

- (a) if the applicable Final Terms specifies for such Applicable Index that the "Final Level" is "Final Settlement Price or Daily Settlement Price" or "Final Settlement Price", and such Scheduled Valuation Date (Futures Contract) is not the last trading day on the Derivatives Exchange of such Index-Linked Futures Contract for such Applicable Index (as determined by the relevant Derivatives Exchange according to the rules of such Derivatives Exchange), in which case the "Valuation Date" for such Index-Linked Futures Contract for such Applicable Index shall be such last trading day, or, if earlier or if trading in the Index-Linked Futures Contract for such Applicable Index does not commence or is permanently discontinued at any time on or prior to the Scheduled Valuation Date (Futures Contract)), the Valuation Cut-Off Date; or
- (b) if the applicable Final Terms specifies for such Applicable Index that the "Final Level" is "Daily Settlement Price", and such Daily Settlement Price is not published on such Scheduled Valuation Date (Futures Contract), as determined by the Calculation Agent, in which case the "Valuation Date" for such Index-Linked Futures Contract for such Applicable Index shall be the earlier of the next day on which such Daily Settlement Price is published, or, if earlier or if trading in the Index-Linked Futures Contract for such Applicable Index does not commence or is permanently discontinued at any time on or prior to the Scheduled Valuation Date (Futures Contract)), the Valuation Cut-Off Date.

The Valuation Date for the Index-Linked Futures Contract for an Applicable Index shall not be subject to adjustment pursuant to the Index Linked Conditions.

Where the Index-Linked Futures Contract Conditions apply, the "Reference Item" for the purposes of the Terms and Conditions, the applicable Additional Terms and Conditions, and the applicable Final Terms shall include the Index-Linked Futures Contract for each Applicable Index.

4. **Final Level for an Index-Linked Futures Contract**

In respect of the Index-Linked Futures Contract for an Applicable Index, if the applicable Final Terms specifies for such Applicable Index that the **"Final Level"** is:

- (a) "Final Settlement Price or Daily Settlement Price", the **"Final Level"** shall be:
 - (i) the Final Settlement Price for the Valuation Date, unless the Final Settlement Price for the Valuation Date is not published or is unavailable for any reason on the Valuation Date (whether or not this results from trading in the Index-Linked Futures Contract for such Applicable Index not commencing or being permanently discontinued at any time on or prior to the Valuation Date), as

determined by the Calculation Agent, in which case, the "Final Level" shall be the Daily Settlement Price for the Valuation Date; or

- (ii) if both the Final Settlement Price and the Daily Settlement Price in respect of the Valuation Date are not published or are unavailable for any reason on the Valuation Date (whether or not this results from trading in the Index-Linked Futures Contract for such Applicable Index not commencing or being permanently discontinued at any time on or prior to the Valuation Date), as determined by the Calculation Agent, the Calculation Agent shall determine the Final Level using its good faith estimate as of the relevant time on the Valuation Date, taking into consideration all available information that in good faith it deems relevant, including, without limitation, any relevant price of any options contracts or futures contracts on the Applicable Index relevant for determining the official settlement price or any other relevant price of exchange traded futures contracts for the Applicable Index for the Valuation Date; or
- (b) "Final Settlement Price", the "**Final Level**" shall be the Final Settlement Price for the Valuation Date, unless the Final Settlement Price for the Valuation Date is not published or is unavailable for any reason on the Valuation Date (whether or not this results from trading in the Index-Linked Futures Contract for such Applicable Index not commencing or being permanently discontinued at any time on or prior to the Valuation Date), as determined by the Calculation Agent, in which case, the Calculation Agent shall determine the Final Level using its good faith estimate as of the relevant time on the Valuation Date, taking into consideration all available information that in good faith it deems relevant, including, without limitation, any relevant price of any options contracts or futures contracts on the Applicable Index relevant for determining the official settlement price or any other relevant price of exchange traded futures contracts for the Applicable Index for the Valuation Date; or
- (c) "Daily Settlement Price", the "**Final Level**" shall be the Daily Settlement Price for the Valuation Date, unless the Daily Settlement Price for the Valuation Date is not published or is unavailable for any reason on the Valuation Date (whether or not this results from trading in the Index-Linked Futures Contract for such Applicable Index not commencing or being permanently discontinued at any time on or prior to the Valuation Date), as determined by the Calculation Agent, in which case, the Calculation Agent shall determine the Final Level using its good faith estimate as of the relevant time on the Valuation Date, taking into consideration all available information that in good faith it deems relevant, including, without limitation, any relevant price of any options contracts or futures contracts on the Applicable Index relevant for determining the official settlement price or any other relevant price of exchange traded futures contracts for the Applicable Index for the Valuation Date.

5. **Consequences of an Index-Linked Futures Contract Adjustment Event**

Without duplication of or prejudice to Index Linked Condition 5(b) (which shall govern in the event of any conflict), following the determination by the Calculation Agent that an Index-Linked Futures Contract Adjustment Event has occurred, the Calculation Agent will:

- (a) determine the appropriate adjustment, if any, to be made to any one or more of the terms of the Instruments, including without limitation, any variable or term relevant to the settlement or payment under the Instruments as the Calculation Agent determines appropriate to account for such Index-Linked Futures Contract Adjustment Event, and determine the effective date of that adjustment; or
- (b) in the case of:
 - (i) Notes, on giving notice to the Noteholders in accordance with Note Condition 14, redeem all (but not less than all) of the Notes, each Note being redeemed at the Early Redemption Amount; or

- (ii) W&C Instruments, on giving notice to Holders in accordance with W&C Instruments Condition 12, cancel the W&C Instruments. If the W&C Instruments are so cancelled, the Issuer will pay an amount to each Holder in respect of each W&C Instrument or Unit, as the case may be, held by him which amount shall be the fair market value of a W&C Instrument or a Unit, as the case may be, taking into account the Index-Linked Futures Contract Adjustment Event, less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Instruments Condition 12.

6. Corrections to price of Index-Linked Futures Contract

In the event that the relevant price of an Index-Linked Futures Contract which is utilised for any calculation or determination in relation to the Instruments is subsequently corrected and the correction is published by the Derivatives Exchange no later than the Valuation Cut-Off Date, the Calculation Agent will make any determination or determine the amount that is payable or deliverable by reference to such corrected price, and, to the extent necessary, will adjust any relevant terms of the Instruments to account for such correction.

ANNEX 17

ADDITIONAL TERMS AND CONDITIONS FOR REFERENCE RATES

1. Interpretation

If, with respect to a Series of Notes, "Floating Rate Notes" is specified as applicable to a particular Series of Notes in the Final Terms applicable to such Series, the terms, conditions and provisions applicable to such Series of Notes shall consist of such terms, conditions and provisions set forth in the Terms and Conditions of the Notes included in the Offering Circular (the "**Original Note Conditions**"), and those of these Additional Terms and Conditions for Reference Rates (the "**Additional Note Conditions**") that are specified in these Additional Note Conditions and/or the applicable Final Terms to be applicable to the applicable Reference Rate and Notes bearing interest by reference thereto, as and subject to completion and/or amendment in the applicable Final Terms.

If, with respect to a Series of Notes "Floating Rate Notes" is specified as not applicable to a particular Series of Notes in the Final Terms applicable to such Series, but the applicable Final Terms specifies that the principal, interest and/or any other amount payable with respect to such Series or any determination required to be made with respect to such Series or any determination required to be made with respect to such Series is to be determined by reference to any Reference Rate(s) and/or SOFR, SONIA and/or TONA, then, with respect to such Series and unless otherwise specified in the applicable Final Terms, such Reference Rate(s) and/or SOFR, SONIA and/or TONA shall be determined in accordance with the Additional Note Conditions that are specified in these Additional Note Conditions and/or the applicable Final Terms to be applicable to such Reference Rate(s) and/or SOFR, SONIA and/or TONA, and Notes bearing interest by Reference thereto as and subject to completion and/or amendment in the applicable Final Terms. The terms, conditions and provisions applicable to such Series of Notes shall consist of such terms, conditions and provisions set forth in the Original Note Conditions and those of these Additional Note Conditions that are specified in these Additional Note Conditions and/or the applicable Final Terms to be applicable to applicable Reference Rate(s) and/or SOFR, SONIA and/or TONA and Notes bearing interest by reference thereto, as and subject to completion and/or amendment in the applicable Final Terms.

If, with respect to a Series of W&C Instruments, the applicable Final Terms specifies that any amount payable or any determination required to be made in respect of such Series is to be determined directly or indirectly by reference to a Rate Reference Item (as defined in Condition 19 of the Terms and Conditions of the W&C Instruments), then, with respect to such Series of W&C Instruments, references in this Annex 17 to "Notes" or "Floating Rate Notes" shall be deemed to be references to "W&C Instruments," *mutatis mutandis*, references in this Annex 17 to Original Note Conditions shall be disregarded, and, unless otherwise specified in the applicable Final Terms, the applicable Rate Reference Item(s) set forth in the applicable Final Terms will be determined, in accordance with those of these Additional Note Conditions that are specified in these Additional Note Conditions and/or the applicable Final Terms to be applicable to the applicable Rate Reference Items(s) and W&C Instruments with payments that are to be determined by reference thereto, as and subject to completion and/or amendment in the applicable Final Terms.

With respect to any Series of Notes, in the event of any inconsistency between (a) the Original Note Conditions and (b) the Additional Note Conditions, the Additional Note Conditions shall prevail. With respect to any Series of Notes, in the event of any inconsistency between (a) the Original Note Conditions and/or the Additional Note Conditions that are applicable to such Series and (b) the applicable Final Terms, the applicable Final Terms shall prevail.

With respect to any Series of Notes described above in this Additional Note Condition 1, references to the "Conditions" shall mean the Original Note Conditions, as supplemented, amended and/or completed by the Additional Note Conditions and the applicable Final Terms.

Capitalised or other defined terms used, but not defined, in these Additional Note Conditions have the same meanings as are given to them in the Original Note Conditions and/or the applicable Final Terms.

References to an "Additional Note Condition" are to the applicable numbered and lettered provisions set forth in this Annex 17.

2. Screen Rate Determination for Certain Reference Rates

Where (a) Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined or (b) the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to BBSW, TORF, the EUR EURIBOR ICE Swap Rate®, the GBP SONIA ICE Swap Rate®, the U.S. Dollar SOFR ICE Swap Rate®, TONA TSR, the KRW CMS Rate and/or a Constant Maturity Swap Rate, then such rate or rates specified in the applicable Final Terms shall be determined by the Calculation Agent in accordance with the provisions of this Additional Note Condition 2.

(a) Definitions

For the purposes of these Additional Note Conditions, the following terms shall have the respective meanings set forth below:

"Calculation Day" means, in respect of each Interest Period, the date or dates specified in the applicable Final Terms.

"Interest Determination Date" means, in respect of each Interest Period, either:

- (1) the date or dates specified as such in the applicable Final Terms; or
- (2) if no date is so specified and Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the day falling on the number of Banking Days specified in the applicable Final Terms prior to the start of such Interest Period.

"Relevant Screen Page" means the Bloomberg (or any successor or replacement service), Reuters (or any successor or replacement service) or other screen page specified as such in the applicable Final Terms or, if none is specified in the applicable Final Terms, the applicable screen page identified in or determined in accordance with Additional Note Conditions 2(b)–(c) below, in each case or such other page as may replace such specified screen page on the applicable information service (or any successor or replacement service).

"Relevant Time" means the time specified as such in the applicable Final Terms or, if none is specified in the applicable Final Terms, the applicable time identified in or determined in accordance with Additional Note Conditions 2(b)–(c) below for observation or determination of BBSW, TORF, the EUR EURIBOR ICE Swap Rate®, the GBP SONIA ICE Swap Rate®, the U.S. Dollar SOFR ICE Swap Rate®, TONA TSR, the KRW CMS Rate and/or the applicable Constant Maturity Swap Rate;

"Specified Maturity" means the period of maturity of the instrument or obligation from which the Reference Rate is calculated, as specified in the applicable Final Terms.

(b) BBSW

If the applicable Final Terms specify (a) **"BBSW"** to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to **"BBSW"** then **"BBSW"** shall mean, for any Interest Determination Date, Calculation Day or any other day on which BBSW is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, a **"BBSW Observation Day"**), the rate for prime bank eligible securities having a tenor closest to the Specified Maturity which is designated as the **"AVG MID"** on the Refinitiv Screen BBSW Page (or any designation which replaces that designation on that page, or any replacement page, as applicable), or such other Relevant Screen Page as may be specified in the applicable Final Terms, at

approximately 10:30 am, Sydney time (or such other time at which such rate customarily appears on that page, including, if corrected, recalculated or republished by the relevant administrator) ("**Publication Time**") on such BBSW Observation Day. However, if such rate does not appear on the Refinitiv Screen BBSW Page (or any replacement page) by 10:45 am, Sydney time, on such BBSW Observation Day, (or such other time that is 15 minutes after the then prevailing Publication Time), or if it does appear but the Calculation Agent determines that there is an obvious error in that rate, then "**BBSW**" means such other substitute successor or replacement reference rate that a reputable Australian financial institution appointed by the Issuer or the Calculation Agent or the Issuer's other designee (upon written direction of the Issuer) determines, in its sole discretion, is most comparable to "**BBSW**" and is consistent with industry accepted practices, which rate is notified in writing to the Calculation Agent (with a copy to the Issuer) by such alternate financial institution. The rate determined by such alternate financial institution and notified in writing to the Calculation Agent (with a copy to the Issuer) will be expressed as a percentage rate per annum. If "**BBSW**" cannot be determined as described above on any BBSW Observation Day, then "**BBSW**" for the applicable BBSW Observation Day will be equal to (a) if the applicable Final Terms specify "Floating Rate Notes" to be applicable and specify "**BBSW**" to be the Reference Rate, and if BBSW was used as the Reference Rate in the preceding Interest Period, BBSW in effect for the preceding Interest Period or (b) otherwise, the most recent rate that could have been determined in accordance with the first sentence of this paragraph.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines that (i) BBSW is permanently or indefinitely discontinued or (ii) the regulatory supervisor for the administrator of BBSW has issued a public statement or published information announcing that BBSW is no longer representative or otherwise is not appropriate for use as a reference rate for Australian dollar-denominated Floating Rate Notes as of the relevant BBSW Observation Day, in each case prior to a BBSW Observation Day, then "**BBSW**" means such substitute, successor or replacement reference rate that the Issuer or a reputable Australian financial institution or investment bank appointed by the Issuer as described below (after consulting with the Issuer) (the Issuer or such financial institution or investment bank, as applicable, the "**Determining Party**"), determines is most comparable to BBSW and that is consistent with industry-accepted practices for Australian-dollar denominated Floating Rate Notes, which rate is notified in writing to the Calculation Agent (with a copy to the Issuer) if the Determining Party is not the Calculation Agent or the Issuer, as applicable, together with such spread adjustment (which may be positive or negative or zero) that the Determining Party determines in its sole discretion is reasonable to produce in the aggregate a rate that is an industry-accepted substitute, successor or replacement rate for Australian-dollar denominated Floating Rate Notes at such time. In connection with the implementation of such substitute, successor or replacement rate, the Issuer or its designee (after consulting with the Issuer) will have the right to make such changes to (1) any BBSW Observation Day, Interest Payment Date, other relevant date, Business Day Convention or Interest Period, (2) the manner, timing and frequency of determining rates and amounts of interest that are payable on the applicable Series of Notes and the conventions relating to such determination, (3) the timing and frequency of making payments of interest, (4) rounding conventions, (5) tenors, and (6) any other terms or provisions of the relevant Series of Notes, in each case that the Issuer or its designee (after consulting with the Issuer) determines, from time to time, to be reasonable to reflect the implementation of such substitute, successor or replacement rate giving due consideration to any industry-accepted market practice for Australian-dollar denominated Floating Rate Notes (such changes, the "**BBSW Conforming Changes**"). The Issuer may, in its sole discretion, appoint a reputable Australian financial institution or investment bank to assist in determination of an appropriate substitute, successor or replacement reference rate and adjustments thereto (including spread adjustment) and the applicable BBSW Conforming Changes as set forth in the preceding sentence. If the Determining Party determines that there is no such substitute, successor or replacement reference rate as so provided above, BBSW for the applicable BBSW Observation Day will be the equal to (a) if the applicable Final Terms specify "Floating Rate Notes" to be applicable and specify "**BBSW**" to be the Reference Rate, and if BBSW was used as the

Reference Rate in the preceding Interest Period. BBSW in effect for the previous Interest Period or (b) otherwise, the most recent rate that could have been determined in accordance with the first sentence of the preceding paragraph. The rate determined by the Issuer, Calculation Agent or any reputable Australian financial institution or investment bank appointed by the Issuer as described above will be expressed as a percentage rate per annum. Decisions, determinations and elections made by the Determining Party pursuant to this Additional Note Condition 2(b) will be made in accordance with Additional Note Condition 3.

(c) *TORF*

If the applicable Final Terms specify (a) "**TORF**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "TORF", "TORF" shall mean, for any Interest Determination Date, Calculation Day or any other day on which TORF is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, a "**TORF Observation Day**") the Tokyo Term Risk Free Rate ("**TORF**") for the applicable Specified Maturity provided by QUICK Benchmarks Inc. as administrator of the benchmark (or a successor administrator) ("**TORF Administrator**") to and published by, authorised distributors of TORF at approximately 5:00 p.m., Tokyo time (or any amended publication time for TORF as specified by the TORF Administrator in the TORF benchmark methodology) ("**Publication Time**") on such TORF Observation Day. If the applicable Final Terms specifies a Relevant Screen Page, then the rate described in the preceding sentence, as such rate appears on the Relevant Screen Page and the Relevant Time, will be used. However, if such rate as described in the preceding sentences is subsequently corrected and provided by the TORF Administrator to, and published by, authorised distributors of TORF within the longer of one hour of the time when such rate is first published by authorised distributors of TORF and the republication cut-off time for TORF, if any, as specified by the TORF Administrator in the TORF benchmark methodology, then such rate will be subject to those corrections. If "TORF" cannot be determined as described above on any TORF Observation Day, then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine "TORF" for the Specified Maturity for the applicable TORF Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the TORF Administrator or authorised distributors or to the sources from which the TORF Administrator obtains the rate input data used by such TORF Administrator to calculate or publish such rate or rate information, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the applicable TORF rate for the Specified Maturity that was most recently published by the administrator of such rate) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable TORF Observation Day that a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to TORF for the Specified Maturity, then the provisions set forth in Additional Note Condition 4(a) (*Benchmark Replacement – General*) will apply to all determinations of the Rate of Interest payable on the applicable Series of Notes.

In accordance with Additional Note Condition 4(a) (*Benchmark Replacement – General*), if the Issuer or its designee (after consulting with the Issuer) has determined that a General Benchmark Transition Event and related General Benchmark Replacement Date have so occurred, the General Benchmark Replacement will replace TORF for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates:

(d) *EUR EURIBOR ICE Swap Rate®*

If the applicable Final Terms specify (a) "**EUR EURIBOR ICE Swap Rate®**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "**EUR EURIBOR ICE Swap Rate®**", then "**EUR EURIBOR ICE Swap Rate®**" shall mean, for any Interest Determination Date, Calculation Day or any other day on which the EUR EURIBOR ICE Swap Rate® is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, an "**EUR Swap Rate Observation Day**"), the EUR EURIBOR ICE Swap Rate® for the Specified Maturity specified in the applicable Final Terms, as calculated and provided as of approximately 11:00 a.m., Frankfurt time (or any amended time specified by the administrator of the EUR EURIBOR ICE Swap Rate® in the benchmark methodology) on such EUR Swap Rate Observation Day, by ICE Benchmark Administration ("**IBA**") as the administrator of the benchmark (or a successor administrator), as such rate appears on the Relevant Screen Page at approximately 12:15 p.m., Frankfurt time, or such other Relevant Time as may be specified in the applicable Final Terms, on such EUR Swap Rate Observation Day, as determined by the Calculation Agent.

If the EUR EURIBOR ICE Swap Rate® for the Specified Maturity cannot be determined in accordance with the foregoing on an applicable EUR Swap Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate, then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine the EUR EURIBOR ICE Swap Rate® for such Specified Maturity for such EUR Swap Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the IBA (or a successor administrator) or authorised distributors or to the sources from which IBA (or such successor administrator) obtains the swap rate input data used by IBA (or such successor administrator), to calculate such rate, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the EUR EURIBOR ICE Swap Rate® for the Specified Maturity that was most recently published by IBA (or such successor administrator)) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable EUR Swap Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the EUR EURIBOR ICE Swap Rate® for the Specified Maturity, then the provisions set forth in Additional Note Condition 5(e) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determination of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace the EUR EURIBOR ICE Swap Rate® for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

Certain other capitalised terms used in the foregoing terms and provisions relating to determination of Constant Maturity Swap have the meanings set forth under Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap).

(e) *GBP SONIA ICE Swap Rate®*

If the applicable Final Terms specify (a) "**GBP SONIA ICE Swap Rate®**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "**GBP SONIA ICE Swap Rate®**", then "**GBP SONIA ICE Swap Rate®**" shall mean, for any Interest Determination Date,

Calculation Day or any other day on which the GBP SONIA ICE Swap Rate® is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, a "**GBP Swap Rate Observation Day**"), the GBP SONIA ICE Swap Rate® for the Specified Maturity specified in the applicable Final Terms, as calculated and provided as of approximately 11:00 a.m., London time (or any amended time specified by the administrator of the GBP SONIA ICE Swap Rate® in the benchmark methodology) on such GBP Swap Rate Observation Day, by IBA as the administrator of the benchmark (or a successor administrator), as such rate appears on the Relevant Screen Page at approximately 12:15 p.m., London time, or such other Relevant Time as may be specified in the applicable Final Terms, on such GBP Swap Rate Observation Day, as determined by the Calculation Agent.

If the GBP SONIA ICE Swap Rate® for the Specified Maturity cannot be determined in accordance with the foregoing on an applicable GBP Swap Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate, then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine the GBP SONIA ICE Swap Rate® for such Specified Maturity for such GBP Swap Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the IBA (or a successor administrator) or authorised distributors or to the sources from which IBA (or such successor administrator) obtains the swap rate input data used by IBA (or such successor administrator), to calculate such rate, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the GBP SONIA ICE Swap Rate® for the Specified Maturity that was most recently published by IBA (or such successor administrator)) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable GBP Swap Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the GBP SONIA ICE Swap Rate® for the Specified Maturity, then the provisions set forth in in Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determinations of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace the GBP SONIA ICE Swap Rate® for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

Certain other capitalised terms used in the foregoing terms and provisions relating to determination of Constant Maturity Swap have the meanings set forth under Additional Note Condition 5(e) (Benchmark Replacement – Constant Maturity Swap).

(f) *U.S. Dollar SOFR ICE Swap Rate®*

If the applicable Final Terms specify (a) "**U.S. Dollar SOFR ICE Swap Rate®**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "**U.S. Dollar SOFR ICE Swap Rate®**", then "**U.S. Dollar SOFR ICE Swap Rate®**" shall mean, for any Interest Determination Date, Calculation Day or any other day on which the U.S. Dollar SOFR ICE Swap Rate® is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, a "**USD Swap Rate Observation Day**"), the U.S. Dollar SOFR ICE Swap Rate® for the Specified Maturity specified in the applicable Final Terms, as calculated and provided as of approximately 11:00 a.m., New York City time (or any amended time specified by the administrator of

the U.S. dollar SOFR ICE Swap Rate® in the benchmark methodology) on such USD Swap Rate Observation Day, by IBA as the administrator of the benchmark (or a successor administrator), as such rate appears on the Relevant Screen Page at approximately 12:15 p.m., New York City time, or such other Relevant Time as may be specified in the applicable Final Terms, on such USD Swap Rate Observation Day, as determined by the Calculation Agent.

If the U.S. dollar SOFR ICE Swap Rate® for the Specified Maturity in respect of any Interest Period cannot be determined in accordance with the foregoing on an applicable USD Swap Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate, then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine the U.S. dollar SOFR ICE Swap Rate® for such Specified Maturity for such USD Swap Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the IBA (or a successor administrator) or authorised distributors or to the sources from which IBA (or such successor administrator) obtains the swap rate input data used by IBA (or such successor administrator), to calculate such rate, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the U.S. dollar SOFR ICE Swap Rate® for the Specified Maturity that was most recently published by IBA (or such successor administrator)) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable USD Swap Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the U.S. dollar SOFR ICE Swap Rate® for the Specified Maturity, then the provisions set forth in Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determinations of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace the U.S. Dollar SOFR ICE Swap Rate® for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

Certain other capitalised terms used in the foregoing terms and provisions relating to determination of Constant Maturity Swap have the meanings set forth under Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap).

(g) *Tokyo Swap Rate (for swaps referencing TONA) or "TONA TSR"*

If the applicable Final Terms specify (a) "TONA TSR" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "TONA TSR", then "TONA TSR" shall mean, for any Interest Determination Date, Calculation Day or any other day on which TONA TSR is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, an "JPY Swap Rate Observation Day"), the 10:00 am Tokyo time (or such other time as specified in the applicable Final Terms) Tokyo Swap Rate (for swaps referencing TONA) for the Specified Maturity, published at or around 10:30 am Tokyo time, or such other Relevant Time as may be specified in the applicable Final Terms, as provided by Refinitiv Benchmark Services (UK) Limited ("RBSL") as the administrator of such rate (or a successor administrator) on such JPY Swap Rate Observation Day, as determined by the Calculation Agent. If that rate is subsequently corrected and published by the administrator or authorised distributors of such rate within the longer of (i) one hour of the time when such rate is first published by the administrator or authorised distributors of such rate and (ii) the time on such JPY

Swap Rate Observation Day by which such rate is to be re-published following any corrections thereto, if any, as specified by the administrator in the benchmark methodology for such rate, then that rate will be subject to those corrections.

If TONA TSR for the Specified Maturity cannot be determined in accordance with the foregoing on an applicable JPY Swap Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate, then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine TONA TSR for such Specified Maturity for such JPY Swap Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the RBSL (or a successor administrator) or authorised distributors or to the sources from which RBSL (or such successor administrator) obtains the swap rate input data used by RBSL (or such successor administrator), to calculate such rate, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, TONA TSR for the Specified Maturity that was most recently published by RBSL (or such successor administrator)) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable JPY Swap Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to TONA TSR for the Specified Maturity, then the provisions set forth in in Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determinations of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace TONA TSR for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

Certain other capitalised terms used in the foregoing terms and provisions relating to determination of Constant Maturity Swap have the meanings set forth under Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap).

(h) *KRW CMS Rate*

If the applicable Final Terms specify (a) "**KRW CMS Rate**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "**KRW CMS Rate**", then "**KRW CMS Rate**" shall mean, for any Interest Determination Date, Calculation Day or any other day on which the KRW CMS Rate® is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, an "**KRW CMS Rate Observation Day**"), mid-market rate for a Korean won deliverable interest rate swap with a term of the Specified Maturity (quoted on an Actual/365 (Fixed) day count basis) where the floating leg is based on the 91-day Korean won CD rate, equal to the arithmetic mean of the bid and ask rates, as provided by Tullet Prebon Information (or a successor information provider), which appear on the Bloomberg Page "GDCO 4572 33" against the row corresponding to the Specified Maturity (or its successor or replacement page to the applicable page), or on such other Relevant Screen Page as may be specified in the applicable Final Terms), at or around, at or around 4:00 p.m. Seoul time, or such other Relevant Time as may be specified in the applicable Final Terms, on such KRW CMS Rate Observation Day, as determined by the Calculation Agent.

If the KRW CMS rate for the Specified Maturity in respect of any KRW CMS Rate Observation Day cannot be determined in accordance with the foregoing on an applicable

KRW CMS Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate (or the bid and ask rates from which such rate is calculated), then the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) shall determine the KRW CMS Rate for such Specified Maturity for such KRW CMS Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by Tullet Prebon Information (or any successor information provider that provides the bid and ask priced from which the KRW CMS Rate is to be calculated), or authorised distributors, or to the sources from which Tullet Prebon Information (or any such successor information provider) obtains the swap rate input data used by Tullet Prebon Information (or any such successor information provider) to calculate or publish such rate or rate information, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the applicable KRW CMS Rate for the Specified Maturity that was most recently published by the administrator of such rate (or able to be calculated by the Calculation Agent based on the published bid and ask prices underlying such rate)) for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable KRW CMS Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the to the KRW CMS Rate for the Specified Maturity (or the bid and ask rates from which such rate is calculated), then the provisions set forth in in Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determinations of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace the KRW CMS Rate for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

Certain other capitalised terms used in the foregoing terms and provisions relating to determination of the KRW CMS Rate have the meanings set forth under Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap).

(i) *Constant Maturity Swap Rate*

If the applicable Final Terms specify (a) "**Constant Maturity Swap Rate**" to be the Reference Rate or (b) otherwise specify that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to "**Constant Maturity Swap Rate**", then "**Constant Maturity Swap Rate**" shall mean, for any Interest Determination Date, Calculation Day or any other day on which the applicable Constant Maturity Swap Rate is to be observed or determined in accordance with the terms and provisions set forth in the applicable Final Terms (each such day, a "**Constant Maturity Swap Rate Observation Day**"), the swap rate in the Specified Currency for the Specified Maturity, administered and/or provided by the Designated Constant Maturity Swap Administrator (if any) or the Designated Constant Maturity Swap Provider (if any) specified in the applicable Final Terms, as such rate appears on the Relevant Screen Page specified in the applicable Final Terms at approximately the Relevant Time on such Constant Maturity Swap Rate Observation Day, as determined by the Calculation Agent.

If the applicable Constant Maturity Swap Rate for the Specified Maturity cannot be determined in accordance with the foregoing on an applicable Constant Maturity Swap Rate Observation Day, and a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have not occurred with respect to such rate, then the Issuer or its designee (which may be the Calculation Agent) (after consulting

with the Issuer) shall determine such Constant Maturity Swap Rate for such Specified Maturity for such Constant Maturity Swap Rate Observation Day in its sole discretion after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily is published by the applicable Constant Maturity Swap Administrator or Constant Maturity Swap Provider, as applicable, of such Constant Maturity Swap Rate (or any successor administrator) or authorised distributors or to the sources from which the Constant Maturity Swap Administrator or Constant Maturity Swap Provider, as applicable, of such rate obtains the swap rate input data used by such Constant Maturity Swap Administrator or Constant Maturity Swap Provider, as applicable, to calculate or publish such rate or rate information, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the applicable Constant Maturity Swap Rate for the Specified Maturity that was most recently published by the administrator or provider of such rate for the purpose of estimating such rate.

Notwithstanding the foregoing, if the Issuer or its designee (after consulting with the Issuer) determines prior to the Relevant Time on an applicable Constant Maturity Swap Rate Observation Day that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the applicable Constant Maturity Swap rate for the Specified Maturity, then the provisions set forth in in Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap) will apply to the applicable Series of Notes including all determinations of the Rate of Interest payable thereon. In accordance with Additional Note Condition 4(b) (Benchmark Replacement – Constant Maturity Swap), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have so occurred, the Constant Maturity Swap Benchmark Replacement will replace the then-current Constant Maturity Swap Benchmark for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

As used in the foregoing terms and provisions relating to the determination of the Constant Maturity Swap Rate:

"Designated Constant Maturity Swap Rate Administrator" means the benchmark or rate administrator specified as such in the applicable Final Terms (or any successor administrator).

"Designated Constant Maturity Swap Provider" means the information provider specified as such in the applicable Final Terms (or any successor provider).

"Specified Currency" means the currency or currencies specified as such in the applicable Final Terms.

3. **Determination of Compounded Daily Reference Rate**

Where (a) Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined or (b) the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to SOFR, SONIA and/or TONA, then except as otherwise provided pursuant to Additional Note Condition 4 (Reference Rate Discontinuance – Benchmark/Reference Rate Replacement), as applicable, the applicable Compounded Daily Reference Rate and/or SOFR, SONIA and/or TONA, as specified in the applicable Final Terms shall be determined by the Calculation Agent in accordance with the provisions of this Additional Note Condition 3.

(a) *Definitions*

For the purposes of these Additional Note Conditions, the following terms shall have the respective meanings set forth below:

"Applicable RFR" means, in respect of an applicable Banking Day:

- (A) if Compounded Daily SOFR is specified as the Reference Rate in the applicable Final Terms, SOFR;
- (B) if Compounded Daily SONIA is specified as the Reference Rate in the applicable Final Terms, SONIA; or
- (C) if Compounded Daily TONA is specified as the Reference Rate in the applicable Final Terms, TONA.

"Applicable RFR Screen Page" means the Bloomberg (or any successor or replacement service), Reuters (or any successor or replacement service) or other screen page or administrator's website or other applicable website, source or service specified as such in the applicable Final Terms or, if none is specified in the applicable Final Terms, the applicable screen page, administrator's website or other applicable website, source or service identified with respect to an SOFR, SONIA and/or TONA in this Additional Note Condition 3(a) or Additional Note Condition 3(b)(iii), as applicable, in each case or any successor to such page, website, source and/or service.

"Banking Day" or **"BD"** means:

- (A) if Compounded Daily SOFR is specified as the Reference Rate in the applicable Final Terms, or if the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to SOFR, a U.S. Government Securities Business Day;
- (B) if Compounded Daily SONIA is specified as the Reference Rate in the applicable Final Terms, or if the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to SONIA, a London Banking Day;
- (C) if Compounded Daily TONA is specified as the Reference Rate in the applicable Final Terms, or if the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to TONA, a Tokyo Banking Day.

"Compounded Daily SOFR" means the Compounded Daily Reference Rate determined with respect to SOFR in accordance with Additional Note Condition 3(b).

"Compounded Daily SONIA" means the Compounded Daily Reference Rate determined with respect to SONIA in accordance with Additional Note Condition 3(b).

"Compounded Daily TONA" means the Compounded Daily Reference Rate determined with respect to TONA in accordance with Additional Note Condition 3(b).

"London Banking Day" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

"Relevant Time" means the time specified as such in the applicable Final Terms or, if none is specified in the applicable Final Terms, the applicable time identified in or determined in accordance with the definitions set forth in this Additional Note Condition 3(a) or Additional Note Condition 3(b)(iii) below for observation or determination of SOFR, SONIA or TONA or the applicable Compounded Index.

"SOFR" means, in respect of any U.S. Government Securities Business Day:

- (A) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website or such other Applicable RFR Screen Page as specified in the applicable

Final Terms at 3:00 p.m. (New York City time) (or such other Relevant Time as specified in the applicable Final Terms) on the immediately following U.S. Government Securities Business Day;

- (B) if the rate specified in (A) above does not so appear and a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date have not occurred, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website; or
- (C) if the Issuer or its designee (after consulting with the Issuer) determines that a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date (each as defined in Additional Note Condition 4(c) (Benchmark Replacement for SOFR Reference Rates)) have occurred with respect to SOFR prior to the SOFR Reference Time (as defined in Additional Note Condition 4(c) (Benchmark Replacement – SOFR)) on such U.S. Government Securities Business Day, then Additional Note Condition 4(c) (Benchmark Replacement – SOFR) will apply to all determinations of the Rate of Interest payable on the applicable Series of Notes.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, or any successor source. The information contained on such website is not part of this Offering Circular and is not incorporated in this Offering Circular.

"SONIA" means, in respect of any London Banking Day, the daily Sterling Overnight Index Average rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Applicable RFR Screen Page or, subject to Additional Note Condition 4(a) (Benchmark Replacement – General), if the Applicable RFR Screen Page is unavailable, as otherwise published by such authorised distributors in each case at 12:00 p.m. on the London Banking Day immediately following such London Banking Day; provided that if, in respect of any London Banking Day, the Calculation Agent determines that the SONIA rate is not available on the Applicable RFR Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be:

- (A) the Bank of England's Bank Rate (the **"Bank Rate"**) prevailing at 5:00 p.m. (or, if earlier, close of business) on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads);
- (B) if the Bank Rate is not published by the Bank of England at 5:00 p.m. (or, if earlier, close of business) on the relevant London Banking Day and a General Benchmark Transition Event and related General Benchmark Replacement Date has not occurred with respect to SONIA, the SONIA rate published on the Applicable RFR Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA rate was published on the Applicable RFR Screen Page (or otherwise published by the relevant authorised distributors); or
- (C) if the Issuer or its designee (after consulting with the Issuer) determines that a General Benchmark Transition Event and related General Benchmark Replacement Date (each as defined in Additional Note Condition 4(a) (Benchmark Replacement – General)) have occurred with respect to SONIA prior to the General Benchmark Reference Time (as defined in Additional Note

Condition 4(a) (Benchmark Replacement – General)) on such London Banking Day, then Additional Note Condition 4(a) (Benchmark Replacement – General) will apply to all determinations of the Rate of Interest payable on the applicable Series of Notes.

Notwithstanding the foregoing provisions, and without prejudice to Additional Note Condition 4(a) (Benchmark Replacement – General), in the event the Bank of England publishes guidance as to (i) how SONIA is to be determined or (ii) any rate of interest that is to replace the SONIA rate, the Calculation Agent shall, in consultation with the Issuer, follow such guidance in order to determine the SONIA rate, for purposes of the Notes, for so long as the SONIA rate is not available or has not been published by the authorised distributors.

"Tokyo Banking Day" means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo.

"TONA" means, in respect of any Tokyo Banking Day:

- (A) the reference rate equal to the daily Tokyo Overnight Average Rate for such Tokyo Banking Day as provided by the Bank of Japan, as administrator of such rate (or any successor administrator of such rate), as published on the Reuters Screen TONAT Page (or any successor or replacement service), or such other Applicable RFR Screen Page as specified in the applicable Final Terms, at approximately 10:00 a.m., Tokyo time (or such other Relevant Time) as specified in the applicable Final Terms, on the Tokyo Banking Day immediately following such Tokyo Banking Day, or if the Reuters Screen TONAT Page (or successor or other Applicable RFR Screen Page) is unavailable or if such rate does not so appear, as published by the administrator of such rate or any authorised distributor on the Tokyo Banking Day immediately following such Tokyo Banking Day, as determined by the Calculation Agent;
- (B) if neither the administrator nor authorised distributors provide or publish TONA on the Tokyo Banking Day immediately following such Tokyo Banking Day and a General Benchmark Transition Event and related General Benchmark Replacement Date (each as defined in Additional Note Condition 4(a) (Benchmark Replacement – General)) have not occurred with respect to TONA, the Calculation Agent will determine TONA for such Tokyo Banking Day as being TONA in respect of the most recent Tokyo Banking Day for which TONA was published in accordance with the above; or
- (C) if the Issuer or its designee (after consulting with the Issuer) determines that a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to TONA prior to the General Benchmark Reference Time (as defined in Additional Note Condition 4(a) (Benchmark Replacement – General)) on such Tokyo Banking Day, then Additional Note Condition 4(a) (Benchmark Replacement – General) will apply to all determinations of the Rate of Interest payable on the applicable Series of Notes.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(b) *Compounded Daily Reference Rates*

Where Compounded Daily is specified in the applicable Final Terms for a Series of Notes as the manner in which the Rate of Interest is to be determined, Original Floating-Rate Note Condition 5(C)(b)(ii) and this Additional Note Condition 3(b), together with the

relevant definitions set forth in Additional Note Condition 3(a), shall apply to the applicable Series of Notes.

(i) *Compounded Daily Reference Rate Determination Conventions*

The applicable Final Terms with respect to a Series of Notes for which Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined will specify a "Determination Convention" for the purpose of determining the Compounded Daily Reference Rate, amount of accrued interest, Interest Periods, the Rate of Interest and/or timing of interest payments for an applicable Interest Period. The Determination Convention will be "Payment Delay," "Observation Period," "Lag," "Rate Cut-Off" or "Index Determination" as specified in the applicable Final Terms.

The "Compounded Daily Reference Rate" in respect of a relevant Series of Notes will be calculated by the Calculation Agent by reference either to (i) the Applicable RFR if the Determination Convention specified in the applicable Final Terms is Payment Delay, Observation Period, Lag or Rate Cut-Off or (ii) the applicable Compounded Index, if the Determination Convention specified in the applicable Final Terms is Index Determination, in each case calculated in accordance with the applicable formula and provisions for the Determination Convention specified in the applicable Final Terms Supplement as set forth in Additional Note Condition 3(b)(ii) or 3(b)(iii) below, as applicable.

(ii) *Compounded Daily Reference Rate Formulas*

Where Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Determination Convention specified in the applicable Final Terms is Payment Delay, Observation Period, Lag or Rate Cut-Off, Condition 5(C)(b)(ii) and this Additional Note Condition 3(b)(ii), together with the relevant definitions set forth in Additional Note Condition 3(a), shall apply to the applicable Series of Notes.

(A) *Payment Delay Determination Convention*

Where "Payment Delay" is specified in the applicable Final Terms as the Determination Convention for the Compounded Daily Reference Rate, the "Compounded Daily Reference Rate" with respect to an Interest Period will be calculated by reference to the Applicable RFR in accordance with the formula set forth below, calculated by the Calculation Agent as soon as reasonably practicable on or after the Interest Period Demarcation Date at the end of such Interest Period (or, in the case of the final Interest Period, the Rate Cut-Off Date) (or on such Interest Determination Date as may be specified in the applicable Final Terms) and prior to the relevant Interest Payment Date:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{R_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

In addition, if "Payment Delay" is specified in the applicable Final Terms as being the applicable Determination Convention, then, notwithstanding any other provisions in the Conditions, with respect to the applicable Series of Notes (i) all references in the Conditions to "Interest Period" shall mean the period from (and including) an Interest Period Demarcation Date or the Interest Commencement Date, as the case may be, to (but excluding) the next Interest Period Demarcation Date or the first Interest Period Demarcation Date, as the case may be (subject to adjustment (if applicable) in accordance with the Business Day Convention) and (ii) all references in the Conditions to "Interest Payment Dates" shall mean the second Business Day following each Interest Period Demarcation Date,

unless otherwise specified in the applicable Final Terms; provided, that the Interest Payment Date with respect to the final Interest Period for a Series of Notes for which "Payment Delay" is specified in the applicable Final Terms will be the Maturity Date for such Series or, if such Notes are redeemed, the Optional Redemption Date or any other early redemption or repayment date.

The following terms have the following respective meanings for purposes of this Additional Note Condition 3(b)(ii)(A):

"**D**" means 360 or 365, as specified in the applicable Final Terms.

"**d**" means, for the relevant Interest Period, the number of calendar days in such Interest Period.

"**d_o**" means, for the relevant Interest Period, the number of Banking Days in such Interest Period.

"**i**" means, for the relevant Interest Period, a series of whole numbers from one to **d_o**, each representing the relevant Banking Day in chronological order from, and including, the first Banking Day in such Interest Period.

"**Interest Period Demarcation Date**" means each date specified as such in the applicable Final Terms.

"**n_i**", for any Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such Banking Day "**i**" to, but excluding, the following Banking Day.

"**Rate Cut-Off Date**" means, in respect of the final Interest Period, the date falling the number of Banking Days prior to the Maturity Date or earlier redemption date, as applicable, specified as such in the applicable Final Terms.

"**R_i**" means, for any Banking Day "**i**" in the relevant Interest Period, the Applicable RFR in respect of such Banking Day "**i**" determined by the Calculation Agent, provided however that, in the case of the final Interest Period, in respect of each Banking Day "**i**" in the period from, and including, the Rate Cut-Off Date to, but excluding, the Maturity Date or Optional Redemption Date or any other early redemption or repayment date, as applicable, "**R_i**" shall be the Applicable RFR in respect of the Rate Cut-Off Date.

(B) *Observation Period Determination Convention*

Where "Observation Period" is specified in the applicable Final Terms as the Determination Convention for the Compounded Daily Reference Rate, the "Compounded Daily Reference Rate" with respect to an Interest Period will be calculated by reference to the Applicable RFR in accordance with the formula set forth below, calculated by the Calculation Agent with respect to the Observation Period relating to such Interest Period as soon as reasonably practicable on or after the last day of such Observation Period (or on such Interest Determination Date as may be specified in the applicable Final Terms) and prior to the relevant Interest Payment Date:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{R_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

The following terms have the following respective meanings for purposes of this Additional Note Condition 3(b)(ii)(B):

"**D**" means 360 or 365, or as otherwise specified in the applicable Final Terms.

"**d**" means, for the relevant Observation Period, the number of calendar days in such Observation Period.

"**d_o**" means, for the relevant Observation Period, the number of Banking Days in such Observation Period.

"**i**" means, for the relevant Observation Period, a series of whole numbers from one to d_o, each representing the relevant Banking Day in chronological order from, and including, the first Banking Day in such Observation Period.

"**n_i**", for any Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such Banking Day "i" to but excluding the following Banking Day.

"**Observation Period**" means, (a) in respect of Compounded Daily SOFR and Compounded Daily SONIA and the relevant Interest Period, the period from, and including, the date falling "p" Banking Days prior to the first day of such Interest Period to, but excluding, the date which is "p" Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Banking Days prior to such earlier date, if any, on which the Notes become due and payable) and (b) in respect of Compounded Daily TONA and the relevant Interest Period, the period from, and including, the date falling "p" Business Days prior to the first day of such Interest Period to, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for the relevant Interest Period, the number of Banking Days (or, in the case of Compounded Daily TONA, the number of Business Days) specified to be the Observation Period Shift in the applicable Final Terms (or, if no such number is specified, two Banking Days (or, in the case of Compounded Daily TONA, ten Business Days)).

"**R_i**" means, for any Banking Day "i" in the relevant Observation Period, the Applicable RFR in respect of such Banking Day "i" determined by the Calculation Agent.

(C) *Lag Determination Convention*

Where "Lag" is specified in the applicable Final Terms as the Determination Convention for the Compounded Daily Reference Rate, the "Compounded Daily Reference Rate" with respect to an Interest Period will be calculated by reference to the Applicable RFR in accordance with the formula set forth below, calculated by the Calculation Agent as soon as reasonably practicable on or after the Banking Day falling "p" Banking Days prior to the final Banking Day in such Interest Period (or on such Interest Determination Date as may be specified in the applicable Final Terms) and prior to the relevant Interest Payment Date:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{r_i - pBD \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

The following terms have the following respective meanings for purposes of this Additional Note Condition 3(b)(ii)(C):

"**D**" means 360 or 365, as specified in the applicable Final Terms.

"**d**" means, for the relevant Interest Period, the number of calendar days in such Interest Period.

"**d_o**" means, for the relevant Interest Period, the number of Banking Days in such Interest Period.

"**i**" means, for the relevant Interest Period, a series of whole numbers from one to d_o, each representing the relevant Banking Day in chronological order from, and including, the first Banking Day in such Interest Period.

"**n_i**", for any Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such Banking Day "i" to, but excluding, the following Banking Day.

"**p**" means the number of Banking Days specified in the applicable Final Terms (or, if no such number is specified, five Banking Days).

"**Rate Cut-Off Date**" means, if the applicable Final Terms specify that "Rate Cut-Off Option" is applicable, in respect of the relevant Interest Period, the date falling the number of Banking Days prior to relevant Interest Payment Date (or, if applicable, any earlier date for redemption) specified in the applicable Final Terms.

"**r_i-pBD**" means, for any Banking Day "i" in the relevant Interest Period, the Applicable RFR in respect of the Banking Day falling "p" Banking Days prior to the relevant Banking Day "i" determined by the Calculation Agent; provided that, if the applicable Final Terms specifies that "Rate Cut-Off Option" is applicable, in respect of each Banking Day "i" in the period from, and including, the Rate Cut-Off Date with respect to an Interest Payment Date (or if applicable, any earlier date for redemption) to, but excluding, such Interest Payment Date (or, if applicable, any earlier date for redemption), "r_i-pBD" shall be "r_i-pBD" in respect of such Rate Cut-Off Date.

(D) *Rate Cut-Off Determination Convention*

Where "Rate Cut-Off" is specified in the applicable Final Terms as the Determination Convention for the Compounded Daily Reference Rate, the "Compounded Daily Reference Rate" with respect to an Interest Period will be calculated by reference to the Applicable RFR in accordance with the formula set forth below, calculated by the Calculation Agent as soon as reasonably practicable on or after the Rate Cut-Off Date (or on such Interest Determination Date as may be specified in the applicable Final Terms) and prior to the relevant Interest Payment Date:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{R_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

The following terms have the following respective meanings for purposes of this Additional Note Condition 3(b)(ii)(D):

"**D**" means 360 or 365, as specified in the applicable Final Terms.

"**d**" means, for the relevant Interest Period, the number of calendar days in such Interest Period.

"**d_o**" means, for the relevant Interest Period, the number of Banking Days in such Interest Period.

"**i**" means, for the relevant Interest Period, a series of whole numbers from one to d_o , each representing the relevant Banking Day in chronological order from, and including, the first Banking Day in such Interest Period.

"**n_i**" for any Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such Banking Day "**i**" to, but excluding, the following Banking Day.

"**Rate Cut-Off Date**" means, in respect of the relevant Interest Period, the date falling the number of Banking Days prior to relevant Interest Payment Date (or, if applicable, any earlier date of redemption) specified in the applicable Final Terms.

"**R_i**" means, for any Banking Day "**i**" in the relevant Interest Period, the Applicable RFR in respect of such Banking Day determined by the Calculation Agent; provided that, in respect of each Banking Day "**i**" in the period from, and including, the Rate Cut-Off Date with respect to an Interest Payment Date (or, if applicable, any earlier date for redemption) to, but excluding, such Interest Payment Date (or, if applicable, any earlier date for redemption), "**R_i**" shall be the Applicable RFR in respect of such Rate Cut-off Date.

(iii) *Index Determination*

Where Compounded Daily is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Determination Convention specified in the applicable Final Terms is Index Determination, Original Note Condition 5(C)(b)(ii) and this Additional Note Condition 3(b)(ii), together with the relevant definitions set forth in Additional Note Condition (iii), shall apply to the applicable Series of Notes and the "Compounded Daily Reference Rate" with respect to an applicable Interest Period will be the rate calculated in accordance with the formula set forth below, calculated by the Calculation Agent as soon as reasonably practicable on or after the last day of the applicable Observation Period (or on such Interest Determination Date as may be specified in the applicable Final Terms) and prior to the relevant Interest Payment Date:

$$\left(\frac{\text{Compounded Index}_{\text{End}}}{\text{Compounded Index}_{\text{Start}}} - 1 \right) \times \frac{D}{d}$$

Notwithstanding the foregoing:

- (1) If, with respect to the applicable Compounded Index for a Series of Notes, a Compounded Index_{Start} or Compounded Index_{End} is not published in accordance with the definition of such Compounded Index as set forth below, and a Benchmark Transition Event and related Benchmark Replacement Date have not occurred with respect to the Applicable RFR from which such Compounded Index is calculated, then the "Compounded Daily Reference Rate" with respect to an applicable Interest Period for such Series of Notes will be the rate calculated in accordance with Additional Note Condition 3(b)(ii)(B) ("– Observation Period Determination Convention") as if "Index Determination" were specified in the applicable Final Terms to be not applicable and "Observation Period" were specified to be applicable. For these purposes, (i) the Determination Convention will be deemed to be "Observation Period," (ii) the Applicable RFR Screen Page and Relevant Time will be as set forth in Additional Note Condition 3(a), (iii) the Interest Determination Date(s) will be as set forth in Additional Note Condition 3(b)(ii)(B); and (iv) the Observation Period Shift (p), D and d will be as set forth in the applicable Final Terms under the Index Determination provisions.

- (2) If, with respect to a Series of Notes, the Compounded Index is specified in the applicable Final Terms to be SONIA Compounded Index or TONA Compounded Index, and a General Benchmark Transition Event and its related General Benchmark Replacement Date have occurred with respect to SONIA or TONA, as applicable, then the "Compounded Daily Reference Rate" shall be the rate determined pursuant to Additional Note Condition 4(a) (Benchmark Replacement – General).
- (3) If, with respect to a Series of Notes, the Compounded Index is specified in the applicable Final Terms to be SOFR Compounded Index, and a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to SOFR, then the "Compounded Daily Reference Rate" shall be the rate determined pursuant to Additional Note Condition 4(c) (Benchmark Replacement – SOFR).

The following terms have the following respective meanings for purposes of this Additional Note Condition 3(b)(iii):

"Benchmark Replacement Date" means, (i) with respect to the SOFR Compounded Index, a SOFR Benchmark Replacement Date and (ii) with respect to the SONIA Compounded Index and the TONA Compounded Index, a General Benchmark Replacement Date.

"Benchmark Transition Event" means, (i) with respect to the SOFR Compounded Index, a SOFR Benchmark Transition Event and (ii) with respect to the SONIA Compounded Index and the TONA Compounded Index, a General Benchmark Transition Event.

"Compounded Index" means (i) SONIA Compounded Index, (ii) SOFR Compounded Index, or (iii) TONA Compounded Index, as specified in the applicable Final Terms.

"Compounded IndexStart" means, with respect to an Interest Period, the Compounded Index value for the date falling "p" Banking Days prior to the first day of such Interest Period (such date, the "Compounded Index Start Date").

"Compounded IndexEnd" means, with respect to an Interest Period, the Compounded Index value for the date falling "p" Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Banking Days prior to such earlier date, if any, on which the Notes become due and payable) (such date, the "Compounded Index End Date").

"D" means 360 or 365, or as otherwise specified in the applicable Final Terms.

"d" means the number of calendar days from (and including) the Compounded Index Start Date to (but excluding) the Compounded Index End Date.

"Observation Period" means, (a) in respect of SOFR Compounded Index and SONIA Compounded Index and the relevant Interest Period, the period from, and including, the date falling "p" Banking Days prior to the first day of such Interest Period to, but excluding, the date which is "p" Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Banking Days prior to such earlier date, if any, on which the Notes become due and payable) and (b) in respect of TONA Compounded Index and the relevant Interest Period, the period from, and including, the date falling "p" Business Days prior to the first day of such Interest Period to, but excluding, the date which is "p" Business prior to the Interest Payment Date for such Interest Period (or the date falling "p"

Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for the relevant Interest Period, the number of Banking Days (or, in the case of the TONA Compounded Index, the number of Business Days) specified to be the Observation Period Shift in the applicable Final Terms (or, if no such number is specified, two Banking Days (or, in the case of the TONA Compounded Index, ten Business Days)).

"**SOFR Compounded Index**" means, with respect to any Banking Day, the SOFR Index value as published by the SOFR Administrator as such index appears on the SOFR Administrator's Website, or such other Applicable RFR Screen Page as specified in the applicable Final Terms, at 3:00 p.m. (New York time) (or such other Relevant Time as specified in the applicable Final Terms) on such Banking Day.

"**SONIA Compounded Index**" means, with respect to any Banking Day, the SONIA Compounded Index value as published at 10:00 a.m. (London time) (or such other Relevant Time as specified in the applicable Final Terms) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source, or such other Applicable RFR Screen Page as specified in the applicable Final Terms on such Banking Day.

"**TONA Compounded Index**" means, with respect to any Banking Day, the TONA Index in relation to such Banking Day as provided by QUICK Corp (or any successor administrator) and published on the Applicable RFR Screen Page as specified in the applicable Final Terms, or if such Applicable RFR Screen Page is unavailable, as otherwise published by QUICK Corp. (or successor administrator), in each case on such Banking Day.

4. **Reference Rate Discontinuance – Benchmark/Reference Rate Replacement**

(a) *Benchmark Replacement – General*

If the applicable Final Terms for a Series of Notes specifies that (i) the Reference Rate is SONIA, Compounded Daily SONIA, TONA, Compounded Daily TONA or TORF, (ii) the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to SONIA, Compounded Daily SONIA, TONA, Compounded Daily TONA or TORF, or (iii) "Benchmark Replacement – General" provisions are applicable, this Additional Note Condition 4(a) shall apply to such Series of Notes.

(i) *Occurrence of a General Benchmark Transition Event and related General Benchmark Replacement Date.*

Notwithstanding any other provisions in the applicable Conditions, if the Issuer or its designee (after consulting with the Issuer) determines that a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to the then-current General Benchmark for a Series of Notes prior to the applicable General Benchmark Reference Time in respect of any determination of such then-current General Benchmark required to be made under the Conditions, then the provisions set forth in this Additional Note Condition 4(a) will apply to all determinations of the Rate of Interest and/or any other amount payable on and/or any other determination of the General Benchmark that is required to be made with respect to such Notes.

In accordance with this Additional Note Condition 4(a), if the Issuer or its designee (after consulting with the Issuer) has determined that a General Benchmark Transition Event and its related General Benchmark Replacement

Date have occurred, the General Benchmark Replacement will replace the then-current General Benchmark for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

For the avoidance of doubt, this Additional Note Condition 4(a) shall not apply with respect to the terms of a Series of Notes for which the Reference Rate specified in the applicable Final Terms is, or with respect to which the principal, interest and/or any other amount payable or any determination required to be made is to be determined by reference to BBSW, the EUR EURIBOR ICE Swap Rate®, the GBP SONIA ICE Swap Rate®, the U.S. Dollar SOFR ICE Swap Rate®, TONA TSR, the KRW CMS Rate, a Constant Maturity Swap Rate, SOFR or Compounded Daily SOFR.

(ii) *Effect of a General Benchmark Transition Event and related General Benchmark Replacement Date.*

(A) General Benchmark Replacement. If the Issuer or its designee (after consulting with the Issuer) determines that a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to the then-current General Benchmark prior to the applicable General Benchmark Reference Time in respect of any determination of the then-current General Benchmark required to be made under the Conditions, the applicable General Benchmark Replacement will replace the then-current General Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations required to be made under the Conditions on all subsequent dates.

(B) General Benchmark Replacement Conforming Changes. In connection with the implementation of a General Benchmark Replacement, the Issuer or its designee (after consulting with the Issuer) will have the right to make General Benchmark Replacement Conforming Changes from time to time.

(iii) *Certain Definitions.*

For purposes of this Additional Note Condition 4(a):

"General Corresponding Tenor" with respect to a General Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding Business Day adjustment) as the applicable tenor for the then-current General Benchmark.

"General Benchmark" means, initially, (i) any Reference Rate specified in the applicable Final Terms for the Specified Maturity (if applicable), whether such Reference Rate is specified to be the Reference Rate for a Series of Floating Rate Notes or any other determination is required to be made with respect to such Reference Rate (ii) if such Reference Rate is a Compounded Daily Reference Rate, the Applicable RFR from which such Reference Rate is calculated and/or (iii) if any applicable Final Terms specify that any other determination is required to be made with respect to TORF, SONIA and/or TONA, TORF, SONIA and/or TONA, as applicable; provided, that if a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to such Reference Rate, as applicable, or the then-current General Benchmark, then "General Benchmark" means the applicable General Benchmark Replacement.

"General Benchmark Replacement" means, where the then-current General Benchmark is TORF or Screen Rate Determination otherwise is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the General Interpolated Benchmark (if applicable) with respect to the then-current General Benchmark, plus the General Benchmark Replacement

Adjustment for such General Benchmark (if applicable); provided that if the Calculation Agent cannot determine the General Interpolated Benchmark as of the General Benchmark Replacement Date, or if the then-current General Benchmark is other than TORF (and Screen Rate Determination is not specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined), then "General Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or its designee (after consulting with the Issuer) as of the General Benchmark Replacement Date:

- (A) the sum of (a) the alternate rate of interest that has been selected or recommended by the General Relevant Governmental Body or identified through any other applicable regulatory or legislative action or guidance as the replacement for the then-current General Benchmark for the applicable General Corresponding Tenor (if any) and (b) the General Benchmark Replacement Adjustment (if any); and
- (B) solely if TORF is the then-current General Benchmark, the sum of (a) the alternate rate of interest that has been selected or recommended by the administrator of TORF as the replacement for TORF for the applicable General Corresponding Tenor (if any) and (b) the General Benchmark Replacement Adjustment (if any); and
- (C) the sum of (a) the alternate rate of interest that has been selected by the Issuer or its designee (after consulting with the Issuer) as the replacement for the then-current General Benchmark for the applicable General Corresponding Tenor (if any) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current General Benchmark for floating-rate notes denominated in the Specified Currency (or, if different, the currency of the transactions that the then-current General Benchmark is designated to measure) at such time and (b) the General Benchmark Replacement Adjustment (if any).

If the Issuer or its designee (after consulting with the Issuer) determines that there is no such replacement rate as of the applicable General Benchmark Replacement Date, then:

- (A) where the then-current General Benchmark is TORF, or Screen Rate Determination otherwise is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Issuer or its designee (which may be the Calculation Agent) (after consulting with the Issuer) will determine a substitute rate or substitute rate value to be used in place of the then-current General Benchmark for the Specified Maturity for that date of determination after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily was published by the administrator or provider, as applicable, of such then-current General Benchmark or authorised distributors prior to the applicable General Benchmark Transition Event and General Benchmark Replacement Date or to the sources from which the administrator of such then-current General Benchmark obtains the rate input data used by the administrator to calculate or publish such rate or information, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the applicable then-current General Benchmark for the Specified Maturity that was most recently published by the administrator of such rate) for the purpose of determining such substitute rate or substitute rate value;
- (B) where the then-current General Benchmark is other than TORF (and Screen Rate Determination is not specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined), the then-current General Benchmark as published in respect of the first preceding

Banking Day for which the then-current General Benchmark was published on the Relevant Screen Page, administrator's website or other applicable website, source or service (or successor source or service) identified in the definition of the Applicable RFR set forth in Additional Note Condition 3(a) or determined in accordance with any applicable General Benchmark Conforming Changes.

"General Benchmark Replacement Adjustment" means, with respect to a General Benchmark Replacement, the first alternative set forth in the order below that can be determined by the Issuer or its designee (after consulting with the Issuer) as of the General Benchmark Replacement Date:

- (A) the spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the General Relevant Governmental Body, or determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the General Relevant Governmental Body, in each case for the applicable Unadjusted General Benchmark Replacement;
- (B) solely if TORF is the then-current General Benchmark, spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the administrator of TORF or determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the administrator of TORF, in each case for the applicable Unadjusted General Benchmark Replacement; and
- (C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee (after consulting with the Issuer) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current General Benchmark with the applicable Unadjusted General Benchmark Replacement for floating-rate notes denominated in the Specified Currency (or, if different, the currency of the transactions that the then-current General Benchmark is designed to measure) at such time.

"General Benchmark Replacement Conforming Changes" means, with respect to any General Benchmark Replacement, changes to (1) any date on which the Rate of Interest for any applicable Interest Period is determined, any Interest Determination Date, Calculation Days or other relevant dates on which the General Benchmark is to be determined, Specified Interest Payment Dates, other relevant dates, Business Day Conventions or Interest Periods, (2) the manner, timing and frequency of determining rates and amounts of interest that are payable on the applicable Series of Notes and the conventions relating to such determination and calculations with respect to interest, (3) the timing and frequency of making payments of interest, (4) rounding conventions, (5) tenors, and (6) any other terms or provisions of the applicable Series of Notes, in each case that the Issuer or its designee (after consulting with the Issuer) determines, from time to time, to be appropriate to reflect the determination and implementation of such General Benchmark Replacement giving due consideration to any industry-accepted market practice (or, if the Issuer or its designee, after consulting with the Issuer, determines that implementation of any portion of such market practice is not administratively feasible or determines that no market practice for use of the General Benchmark Replacement exists, in such other manner as the Issuer or its designee, after consulting with the Issuer, determines is appropriate).

"General Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current General Benchmark:

- (A) in the case of clause (A) or (B) of the definition of "General Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such General Benchmark permanently or indefinitely ceases to provide such General Benchmark;
- (B) in the case of clause (C) of the definition of "General Benchmark Transition Event," if such public statement or publication of information referenced therein indicates that the administrator or regulatory supervisor for the administrator has determined that such General Benchmark is no longer representative: (a) at such time, the date of such public statement or publication of information referenced therein; or (b) as of a specified future date, the first date on which such General Benchmark would ordinarily have been published or provided and is non-representative by reference to the most recent statement or publication referenced therein, even if such rate continues to be published or provided on such date; or
- (C) in the case of clause (D) of the definition of "General Benchmark Transition Event," the date of such determination referenced therein.

For the avoidance of doubt, if the event giving rise to the General Benchmark Replacement Date occurs on the same day as, but earlier than, the General Benchmark Reference Time in respect of any determination, the General Benchmark Replacement Date will be deemed to have occurred prior to the General Benchmark Reference Time for such determination.

"General Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current General Benchmark:

- (A) a public statement or publication of information by or on behalf of the administrator of such General Benchmark announcing that such administrator has ceased or will cease to provide such General Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such General Benchmark;
- (B) a public statement or publication of information by the regulatory supervisor for the administrator of such General Benchmark, the central bank for the currency of such General Benchmark, an insolvency official with jurisdiction over the administrator for such General Benchmark, a resolution authority with jurisdiction over the administrator for such General Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such General Benchmark, which states that the administrator of such General Benchmark has ceased or will cease to provide such General Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such General Benchmark;
- (C) a public statement or publication of information by the regulatory supervisor for the administrator of such General Benchmark announcing that the regulatory supervisor has determined that such General Benchmark is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such General Benchmark is intended to measure and that representativeness will not be restored, or such General Benchmark is otherwise not appropriate for use as a reference rate for floating-rate notes denominated in the Specified Currency (or, if different, the currency of the transactions that the then-current General Benchmark is designed to measure) at such time; or

- (D) unless the applicable Final Terms specifies that "General Permanent or Indefinite Discontinuance Trigger" is not applicable, a determination by the Issuer or its designee (after consulting with the Issuer) that such General Benchmark for the Specified Maturity (if applicable) has been permanently or indefinitely discontinued;

"General Benchmark Reference Time" with respect to any determination of a General Benchmark means the Relevant Time with respect to such General Benchmark on the relevant date of determination; provided that if a General Benchmark Transition Event and related General Benchmark Replacement Date have occurred with respect to the then-current General Benchmark and Issuer or its designee (after consulting with the Issuer) has selected a General Benchmark Replacement, "General Benchmark Reference Time" will mean with respect to such General Benchmark Replacement the time determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the General Benchmark Replacement Conforming Changes.

"General Interpolated Benchmark" with respect to a General Benchmark means the rate determined for the General Corresponding Tenor by interpolating on a linear basis between: (A) the General Benchmark for the longest period (for which the General Benchmark is available) that is shorter than the General Corresponding Tenor and (B) the General Benchmark for the shortest period (for which the General Benchmark is available) that is longer than the General Corresponding Tenor. "General Benchmark" as used in this definition means the then-applicable General Benchmark for the applicable periods specified in the foregoing sentence without giving effect to the applicable tenor (if any).

"General Relevant Governmental Body" means, with respect to any General Benchmark, the central bank, monetary authority, relevant regulatory supervisor or any similar institution with supervisory authority over the then-current General Benchmark or Specified Currency for such Series of Notes (including any committee or working group thereof sponsored, convened or endorsed by such central bank, monetary authority or relevant regulatory supervisor or similar institution).

"Unadjusted General Benchmark Replacement" means the General Benchmark Replacement excluding the General Benchmark Replacement Adjustment.

(b) *Benchmark Replacement – Constant Maturity Swap*

If the applicable Final Terms for a Series of Notes specifies that the Reference Rate is the EUR EURIBOR ICE Swap Rate®, the GBP SONIA ICE Swap Rate®, the U.S. Dollar SOFR ICE Swap Rate®, TONA TSR, the KRW CMS Rate, a Constant Maturity Swap Rate, or that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be determined by reference to one or more of such rates, this Additional Note Condition 4(b) shall apply to such Series of Notes.

- (i) *Occurrence and Effect of a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date*

Notwithstanding any other provisions in the applicable Conditions, if the Issuer or its designee (after consulting with the Issuer) determines that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the then-current Constant Maturity Swap Benchmark for a Series of Notes prior to the applicable Constant Maturity Swap Reference Time in respect of any determination of such then-current Constant Maturity Swap Benchmark required to be made under the Conditions, then the provisions set forth in this Additional Note Condition 4(b) will apply to all determinations of the Rate of Interest payable on and/or any other

determination of the Constant Maturity Swap Benchmark that is required to be made with respect to such Notes.

In accordance with this Additional Note Condition 4(b), if the Issuer or its designee (after consulting with the Issuer) has determined that a Constant Maturity Swap Transition Event and its related Constant Maturity Swap Replacement Date have occurred, and the Issuer or its designee has selected a Constant Maturity Swap Replacement as provided in this Additional Note Condition 4(b), such Constant Maturity Swap Replacement will replace the then-current Constant Maturity Swap Benchmark for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

(ii) *Effect of a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date.*

(A) Constant Maturity Swap Replacement.

If the Issuer or its designee (after consulting with the Issuer) determines that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the then-current Constant Maturity Swap Benchmark prior to the applicable Constant Maturity Swap Reference Time in respect of any determination of the then-current Constant Maturity Swap Benchmark required to be made under the Conditions, the applicable Constant Maturity Swap Replacement will replace the then-current Constant Maturity Swap Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations required to be made under the Conditions on all subsequent dates unless and until another Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the applicable Constant Maturity Swap Replacement. In the event that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date are determined to have occurred with respect to an applicable Constant Maturity Swap Benchmark as set forth in the preceding sentence, and the Issuer or its designee (after consulting with the Issuer) has selected a Constant Maturity Swap Replacement as provided in this Additional Note Condition 4(b), this Additional Note Condition 4(b) will apply to any such Constant Maturity Swap Replacement and references in such provisions to the applicable Constant Maturity Swap Benchmark will mean such Constant Maturity Swap Replacement.

(B) Constant Maturity Swap Replacement Conforming Changes.

In connection with the implementation of a Constant Maturity Swap Replacement, the Issuer or its designee (after consulting with the Issuer) will have the right to make Constant Maturity Swap Replacement Conforming Changes from time to time.

(C) No Constant Maturity Swap Replacement.

In the event that a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date are determined to have occurred in connection with the determination of an applicable Constant Maturity Swap Benchmark as set forth in the Additional Notes Condition 4(b)(ii)(A), if the Issuer or its designee (after consulting with the Issuer) determines that there is no Constant Maturity Swap Replacement as of any relevant date of determination of such Constant Maturity Swap Benchmark, then the Issuer or its designee (after consulting with the Issuer) will determine a substitute rate or substitute rate value to be used

in place of the applicable Constant Maturity Swap Benchmark for that date of determination after consulting such sources as the Issuer or its designee (after consulting with the Issuer) deems comparable to the sources (if any) on which such rate customarily was published by the administrator or provider, as applicable, of such Constant Maturity Swap Benchmark or authorised distributors prior to the applicable Constant Maturity Swap Transition Event and Constant Maturity Swap Replacement Date or to the sources from which the administrator or provider, as applicable, of such rate obtains the swap rate input data used by the administrator or provider, as applicable to calculate or publish such rate or information, or any other source or data the Issuer or its designee (after consulting with the Issuer) determines to be reasonable (including, if applicable, the applicable Constant Maturity Swap Benchmark that was most recently published by the administrator or provider of such rate (or calculated by the Calculation Agent based on the published bid and ask prices underlying such rate)) for the purpose of determining such substitute rate or substitute rate value.

(iii) *Certain Definitions*

For purposes of this Additional Note Condition 4(b):

"Constant Maturity Swap Benchmark" with respect to a Series of Notes means, initially, (i) the Constant Maturity Swap Rate for the Specified Currency specified in the applicable Final Terms (ii) the EUR EURIBOR ICE Swap Rate®, (iii) the GBP SONIA ICE Swap Rate®, (iv) the U.S. Dollar SOFR ICE Swap Rate® or (v) TONA TSR, as specified to be the Reference Rate with respect to, or to be used in any other determination that is required to be made with respect to, such Series of Notes in the applicable Final Terms, in each case for the Specified Maturity, provided that if a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to such rate, or the then-current Constant Maturity Swap Benchmark, as applicable, then the "Constant Maturity Swap Benchmark" means the applicable Constant Maturity Swap Replacement.

"Constant Maturity Swap Replacement" means the sum of (a) the alternate rate of interest that has been selected by the Issuer or its designee (after consulting with the Issuer) as an industry-accepted replacement for the current Constant Maturity Swap Benchmark for floating-rate notes denominated in the Specified Currency (or, if different, the currency of the transactions that the then-current Constant Maturity Swap Benchmark is designed to measure) for the applicable Series of Notes at such time and (b) the Constant Maturity Swap Replacement Adjustment (if any).

"Constant Maturity Swap Replacement Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee (after consulting with the Issuer) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Constant Maturity Swap Benchmark with the applicable Unadjusted Constant Maturity Swap Replacement for floating-rate notes denominated in the Specified Currency (or, if different, the currency of the transactions that the then-current Constant Maturity Swap Benchmark is designed to measure) for the applicable Series of Notes at such time.

"Constant Maturity Swap Replacement Conforming Changes" means, with respect to any Constant Maturity Swap Replacement, changes to (1) any date on which the Rate of Interest for any applicable Interest Period is determined, any Interest Determination Dates, Calculation Days or other relevant dates on which a Constant Maturity Swap Benchmark is to be determined, Specified Interest Payment Dates, other relevant dates, Business Day Convention or Interest Periods, (2) the manner, timing and frequency of determining rates and amounts

of interest that are payable on the applicable Series of Notes and the conventions relating to such determination and calculations with respect to interest, (3) the timing and frequency of making payments of interest, (4) rounding conventions, (5) tenors, and (6) any other terms or provisions of the applicable Series of Notes, in each case that the Issuer or its designee (after consulting with the Issuer) determines, from time to time, to be appropriate to reflect the determination and implementation of such Constant Maturity Swap Replacement giving due consideration to any industry-accepted market practice (or, if the Issuer or its designee (after consulting with the Issuer) determines that implementation of any portion of such market practice is not administratively feasible or determines that no market practice for use of the Constant Maturity Swap Replacement exists, in such other manner as the Issuer or its designee (after consulting with the Issuer) determines is appropriate).

"Constant Maturity Swap Replacement Date" means the earliest to occur of the following events with respect to the current Constant Maturity Swap Benchmark:

- (A) in the case of clause (A) or (B) of the definition of "Constant Maturity Swap Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Constant Maturity Swap Benchmark permanently or indefinitely ceases to provide such Constant Maturity Swap Benchmark;
- (B) in the case of clause (C) of the definition of "Constant Maturity Swap Transition Event," if such statement or publication referenced therein indicates that the administrator or regulatory supervisor for the administrator has determined that such rate is no longer representative: (a) at the date of such statement or publication referenced therein, the date of such statement or publication; or (b) as of a specified future date, the first date on which such rate would ordinarily have been published or provided and is non-representative by reference to the most recent statement or publication referenced therein, even if such rate continues to be published or provided on such date; or
- (C) in the case of clause (D) or (E) of the definition of "Constant Maturity Swap Transition Event," the date of such determination referenced therein.

For the avoidance of doubt, if the event giving rise to the Constant Maturity Swap Replacement Date occurs on the same day as, but earlier than, the Constant Maturity Swap Reference Time in respect of any determination, the Constant Maturity Swap Replacement Date will be deemed to have occurred prior to the Constant Maturity Swap Reference Time for such determination.

"Constant Maturity Swap Reference Time" with respect to any determination of a Constant Maturity Swap Benchmark means the Relevant Time with respect to such Constant Maturity Swap Benchmark on the relevant date of determination; provided that if a Constant Maturity Swap Transition Event and related Constant Maturity Swap Replacement Date have occurred with respect to the then-current Constant Maturity Swap Benchmark and Issuer or its designee (after consulting with the Issuer) has selected a Constant Maturity Swap Benchmark Replacement, "Constant Maturity Swap Reference Time" will mean with respect to such Constant Maturity Swap Replacement, the time determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the Constant Maturity Swap Replacement Conforming Changes.

"Constant Maturity Swap Transition Event" means the occurrence of one or more of the following events with respect to the current Constant Maturity Swap Benchmark:

- (A) a public statement or publication of information by or on behalf of the administrator of such Constant Maturity Swap Benchmark announcing that such administrator has ceased or will cease to provide such Constant Maturity Swap Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Constant Maturity Swap Benchmark;
- (B) a public statement or publication of information by the regulatory supervisor for the administrator of such Constant Maturity Swap Benchmark, the central bank for the currency of such Constant Maturity Swap Benchmark, an insolvency official with jurisdiction over the administrator for such Constant Maturity Swap Benchmark, a resolution authority with jurisdiction over the administrator for such Constant Maturity Swap Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Constant Maturity Swap Benchmark, which states that the administrator of such Constant Maturity Swap Benchmark has ceased or will cease to provide such Constant Maturity Swap Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Constant Maturity Swap Benchmark;
- (C) a public statement or publication of information by the administrator of such Constant Maturity Swap Benchmark or the regulatory supervisor for the administrator of such Constant Maturity Swap Benchmark announcing that such Constant Maturity Swap Benchmark is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Constant Maturity Swap Benchmark is intended to measure, and that representativeness will not be restored;
- (D) a determination by the Issuer or its designee (after consulting with the Issuer) that such Constant Maturity Swap Benchmark (or the bid and ask rates from which such Constant Maturity Swap Benchmark is calculated)) has been permanently or indefinitely discontinued; or
- (E) a determination by the Issuer or its designee (after consulting with the Issuer) that (i) such Constant Maturity Swap Benchmark (or the bid and ask rates from which such rate is calculated) as published is no longer an industry-accepted rate of interest for floating-rate notes denominated in the Specified Currency at such time or (ii) such Constant Maturity Swap Benchmark (or the bid and ask rates from which such rate is calculated) as published is no longer an industry-accepted rate of interest in the derivatives market for hedging transactions related to floating rate notes denominated in the Specified Currency.

For the purpose of this clause, "**Specified Currency**" means the Specified Currency for the applicable Series of Notes or if different, the currency of the transactions that the then-current Constant Maturity Swap Benchmark is designated to measure.

"**Unadjusted Constant Maturity Swap Replacement**" means the Constant Maturity Swap Replacement excluding the Constant Maturity Swap Replacement Adjustment (if any).

(c) *Benchmark Replacement – SOFR*

If the applicable Final Terms specifies that the Reference Rate is Compounded Daily SOFR, or that the principal, interest and/or any other amount payable or any determination required to be made with respect to the applicable Series of Notes is to be

determined by reference to SOFR, this Additional Note Condition 4(c) shall apply to such Series of Notes (together the "**SOFR Notes**").

(i) *Occurrence of a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date.*

Notwithstanding any other provisions in the applicable Conditions, if the Issuer or its designee (after consulting with the Issuer) determines that a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date have occurred with respect to the then-current SOFR Benchmark with respect to a Series of Notes prior to the applicable SOFR Benchmark Reference Time in respect of any determination of the then-current SOFR Benchmark required to be made under the Conditions, then the provisions set forth in this Additional Note Condition 4(c) will apply to all determinations of the Rate of Interest payable on such Notes.

In accordance with this Additional Note Condition 4(c), if the Issuer or its designee (after consulting with the Issuer) has determined that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred:

- (A) if the applicable Final Terms specify "Floating Rate Notes" to be applicable, any Rate of Interest on such Series of Notes (and the applicable Reference Rate) in respect of the Interest Period relating to the above-mentioned SOFR Benchmark Reference Time and all subsequent Interest Periods will be determined (x) by reference to the relevant SOFR Benchmark Replacement multiplied by the Participation Rate specified in the applicable Final Terms, if any, plus or minus (as indicated in the applicable Final Terms) the Margin, if any, or (y) as otherwise specified in the applicable Final Terms; or
- (B) if the applicable Final Terms otherwise specify that the principal, interest and/or any other amount payable with respect to the applicable Series of Notes is to be determined by reference to the then-current SOFR Benchmark, the SOFR Benchmark Replacement will replace the then-current SOFR Benchmark for all purposes relating to the applicable Series of Notes in respect of such determination on the applicable date and all determinations on all subsequent dates.

(ii) *Effect of a SOFR Benchmark Transition Event and Related SOFR Benchmark Replacement Date.*

(A) SOFR Benchmark Replacement.

If the Issuer or its designee (after consulting with the Issuer) determines that a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date have occurred with respect to the then-current SOFR Benchmark prior to the applicable SOFR Benchmark Reference Time in respect of any determination of the then-current SOFR Benchmark required to be made under the Conditions, the applicable SOFR Benchmark Replacement will replace the then-current SOFR Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations required to be made under the Conditions on all subsequent dates.

(B) SOFR Benchmark Replacement Conforming Changes.

In connection with the implementation of a SOFR Benchmark Replacement, the Issuer or its designee (after consulting with the Issuer) will have the right to make SOFR Benchmark Replacement Conforming Changes from time to time.

(iii) *Certain Definitions.*

For purposes of this Additional Note Condition 4(c):

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the Relevant ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the SOFR Benchmark for the applicable tenor.

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the Relevant ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the SOFR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"Relevant ISDA Definitions" means the 2021 ISDA Interest Rate Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"SOFR Benchmark" means, initially, SOFR; provided that if a SOFR Benchmark Transition Event and related SOFR Benchmark Replacement Date have occurred with respect to SOFR or the then-current SOFR Benchmark, then "SOFR Benchmark" means the applicable SOFR Benchmark Replacement.

"SOFR Benchmark Replacement" means, the first alternative set forth in the order below that can be determined by the Issuer or its designee (after consulting with the Issuer) as of the SOFR Benchmark Replacement Date:

- (A) the sum of: (a) the alternate rate of interest that has been selected or recommended by the SOFR Benchmark Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the applicable SOFR Corresponding Tenor (if any) and (b) the SOFR Benchmark Replacement Adjustment;
- (B) the sum of: (a) the ISDA Fallback Rate and (b) the SOFR Benchmark Replacement Adjustment; and
- (C) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee (after consulting with the Issuer) as the replacement for the then-current SOFR Benchmark for the applicable SOFR Corresponding Tenor (if any) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating-rate notes at such time and (b) the SOFR Benchmark Replacement Adjustment.

"SOFR Benchmark Replacement Adjustment" means with respect to a SOFR Benchmark Replacement, the first alternative set forth in the order below that can be determined by the Issuer or its designee (after consulting with the Issuer) as of the applicable SOFR Benchmark Replacement Date:

- (A) the spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the SOFR Benchmark Relevant Governmental Body or determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the SOFR Benchmark Relevant Governmental Body, in each case for the applicable Unadjusted SOFR Benchmark Replacement;
- (B) if the applicable Unadjusted SOFR Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

- (C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee (after consulting with the Issuer) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Benchmark Replacement for U.S. dollar denominated floating-rate notes at such time.

"SOFR Benchmark Replacement Conforming Changes" means, with respect to any SOFR Benchmark Replacement, changes to (1) any Interest Determination Date, Interest Payment Date, other relevant date, Business Day Convention or Interest Period, (2) the manner, timing and frequency of determining the rates and amounts of interest that are payable on the applicable Series of Notes and the conventions relating to such determination and calculations with respect to interest, (3) the timing and frequency of making payments of interest, (4) rounding conventions, (5) tenors and (6) any other terms or provisions of the relevant Series of Notes, in each case that the Issuer or its designee (after consulting with the Issuer) determines, from time to time, to be appropriate to reflect the implementation of such SOFR Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer, its designee or the Calculation Agent decides that implementation of any portion of such market practice is not administratively feasible or determines that no market practice for use of the SOFR Benchmark Replacement exists, in such other manner as the Issuer or its designee (after consulting with the Issuer) determines is appropriate).

"SOFR Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark:

- (A) in the case of clause (A) or (B) of the definition of "SOFR Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such SOFR Benchmark permanently or indefinitely ceases to provide such SOFR Benchmark; or
- (B) in the case of clause (C) of the definition of "SOFR Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the SOFR Benchmark Replacement Date occurs on the same day as, but earlier than, the SOFR Benchmark Reference Time in respect of any determination, the SOFR Benchmark Replacement Date will be deemed to have occurred prior to the SOFR Benchmark Reference Time for such determination.

"SOFR Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current SOFR Benchmark:

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

that the administrator of such SOFR Benchmark has ceased or will cease to provide such SOFR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such SOFR Benchmark; or

- (C) a public statement or publication of information by the regulatory supervisor for the administrator of such SOFR Benchmark announcing that such SOFR Benchmark is no longer representative.

"SOFR Corresponding Tenor" with respect to a SOFR Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding Business Day adjustment) as the applicable tenor for the then-current SOFR Benchmark.

"SOFR Benchmark Reference Time" with respect to any determination of the SOFR Benchmark means (A) if the SOFR Benchmark is SOFR, 3:00 p.m. (New York City time) on the date of such determination, and (B) if the SOFR Benchmark is not SOFR, the time determined by the Issuer or its designee (after consulting with the Issuer) in accordance with the SOFR Benchmark Replacement Conforming Changes.

"SOFR Benchmark Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Unadjusted SOFR Benchmark Replacement" means the applicable SOFR Benchmark Replacement excluding the applicable SOFR Benchmark Replacement Adjustment.

5. Calculation Agent; Decisions and Determinations

If the applicable Final Terms specify that Floating Rate Note Provisions are applicable, this Additional Note Condition 5 shall apply to the applicable Series of Notes.

Calculations relating to a Series of Notes, including calculations with respect to Reference Rates, Rates of Interest, accrued interest, principal and any premium, and any other amounts payable applicable to such Series of Notes, as the case may be, will be made by the Calculation Agent. Any determination, decision or election that may be made by the Issuer or, in the case of a determination, the Calculation Agent or, in all cases, any financial institution or investment bank appointed by the Issuer, or any other entity designated by the Issuer (which may be one of the Issuer's affiliates) pursuant to the Additional Note Conditions set forth in this Annex 17 (including, but not limited to, the benchmark transition provisions set forth in the definitions of "BBSW" and in Additional Note Condition 4) and any decision to take or refrain from taking any action or any selection:

- will be conclusive and binding absent manifest error;
- will be made in the sole discretion of the Calculation Agent, the Issuer, any financial institution or investment bank appointed by the Issuer or the Issuer's other designee, as applicable, except if made by the Calculation Agent, any financial institution or investment bank appointed by the Issuer or the Issuer's other designee, as applicable, in connection with the benchmark transition provisions set forth in the definitions of "BBSW" and in Additional Note Condition 4;
- if made by the Calculation Agent, any financial institution or investment bank appointed by the Issuer or the Issuer's other designee in connection with the benchmark transition provisions, will be made after consulting with the Issuer, and any financial institution or investment bank appointed by the Issuer or the Issuer's other designee will not make any such determination, decision or election to which the Issuer objects; and

- notwithstanding anything to the contrary in the Conditions, shall become effective without the consent of the holders of the relevant Series of Notes or any other party.

If, with respect to any Series of Notes, the Issuer does not agree with any determination made by the Calculation Agent regarding administrative feasibility, as described in this Annex 17, in connection with the benchmark transition provisions set forth in the definitions of "BBSW" and in Additional Note Condition 4, then the Issuer may, in its sole discretion, remove the Calculation Agent and appoint a successor Calculation Agent.

Any determination, decision or election pursuant to the Additional Note Conditions set forth in this Annex 17 (including, but not limited to, the benchmark transition provisions set forth in the definitions of "BBSW" and "Constant Maturity Swap" and in Additional Note Condition 4, and any decision to take or refrain from taking any action or any selection not made by any financial institution or investment bank appointed by the Issuer or the Issuer's other designee will be made by the Issuer on the basis as described above. The Calculation Agent shall have no liability for not making any such determination, decision or election in connection with such provisions. The Issuer may designate an entity (which entity may be a calculation agent and/or the Issuer's affiliate) to make any determination, decision or election that the Issuer has the right to make in connection with the benchmark transition provisions set forth in the definitions of "BBSW" and "Constant Maturity Swap" and in Additional Note Condition 4.

SCHEDULE 5

FORMS OF DEED OF COVENANT

PART 1

FORM OF MLBV NOTES DEED OF COVENANT

DEED OF COVENANT

DATED [13] May 2022

MERRILL LYNCH B.V.

**BANK OF AMERICA CORPORATION, BOFA FINANCE LLC, MERRILL LYNCH B.V. AND
MERRILL LYNCH INTERNATIONAL & CO. C.V. NOTE, WARRANT AND CERTIFICATE
PROGRAMME**

THIS DEED OF COVENANT is made on [13] May 2022 by Merrill Lynch B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands and having its registered office at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, The Netherlands, registered with the Trade Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 56457103 (the "**Issuer**") in favour of the account holders or participants specified below of Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), Euroclear Bank SA/NV ("**Euroclear**") and/or any other additional clearing system or systems as is specified in the Final Terms relating to any Note (as defined below) (each a "**Clearing System**").

WHEREAS:

- (A) The Issuer has entered into an Amended and Restated English Law Programme Agreement (the "**English Law Programme Agreement**", which expression includes the same as it may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 between, *inter alios*, the Issuer and the Dealers named in it under which the Issuer proposes from time to time to issue Notes (the "**Notes**").
- (B) The Issuer has also entered into an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression includes the same as it may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 between, *inter alios*, the Issuer and Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**").
- (C) Certain of the Notes will on issue initially be represented by, and comprised in, global registered Notes (the "**Global Registered Notes**"), representing a certain number of underlying Notes (the "**Underlying Notes**").
- (D) Each Global Registered Note may, after issue, be deposited with a depositary for one or more Clearing Systems (each, a "**Relevant Clearing System**"). Upon any deposit of a Global Registered Note, the Underlying Notes represented by the Global Registered Note will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System which has Underlying Notes credited to its securities account from time to time (each a "**Relevant Account Holder**") will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer in accordance with the terms of the relevant Global Registered Note) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (E) In certain circumstances specified in the Conditions, and each Global Registered Note, a Global Registered Note will become void. The time at which a Global Registered Note becomes void is referred to as the "**Relevant Time**". In those circumstances, each Relevant Account Holder will, subject to and in accordance with the terms of this Deed, acquire against the Issuer all those rights which the Relevant Account Holder would have had if, prior to the Global Registered Note becoming void, it was entered in the Register as the holder of such Relevant Account Holder's holding of Underlying Notes.
- (F) The payment and non-cash delivery obligations of the Issuer under the Notes (other than Secured Notes) to be issued on or after the date hereof will be unconditionally and irrevocably guaranteed by Bank of America Corporation (the "**Guarantor**") under a guarantee (the "**MLBV/MLICo. Guarantee**") executed by the Guarantor on 13 May 2022. An original executed copy of the MLBV/MLICo. Guarantee has been deposited with and shall be held by the Principal Paying Agent on behalf of the Holders (as defined in the Conditions) and the accountholders from time to time at its specified office (being at the date hereof at 2 King Edward Street, London EC1A 1HQ, United Kingdom) and a copy of the MLBV/MLICo.

Guarantee shall be available for inspection at that specified office and at the specified office of each of the other agents named in the English Law Agency Agreement.

- (G) Terms and expressions defined in the English Law Agency Agreement shall have the same meanings in this Deed, except where the context otherwise requires or unless otherwise stated.

NOW THIS DEED WITNESSES as follows:

1. If any Global Registered Note becomes void in accordance with its terms the Issuer covenants with each Relevant Account Holder (other than any Relevant Account Holder which is an account holder of any other Relevant Clearing System) that each Relevant Account Holder shall automatically acquire at the Relevant Time, without the need for any further action on behalf of any person, against the Issuer all those rights which the Relevant Account Holder would have had if at the Relevant Time it was entered in the Register as the holder of each Underlying Note represented by the Global Registered Note which the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time.

The Issuer's obligation under this clause shall be a separate and independent obligation by reference to each Underlying Note which a Relevant Account Holder has credited to its securities account with the Relevant Clearing System and the Issuer agrees that a Relevant Account Holder may assign its rights under this Deed in whole or in part.

2. The records of the Relevant Clearing System shall be conclusive evidence of the identity of the Relevant Account Holders and the number of Underlying Notes credited to the securities account of each Relevant Account Holder. For these purposes a statement issued by the Relevant Clearing System stating:

- (a) the name of the Relevant Account Holder to which the statement is issued; and
- (b) the aggregate nominal amount of Underlying Notes credited to the securities account of the Relevant Account Holder as at the opening of business on the first day following the Relevant Time on which the Relevant Clearing System is open for business,

shall be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

3. In the event of a dispute, the determination of the Relevant Time by the Relevant Clearing System shall (in the absence of manifest error) be final and conclusive for all purposes in connection with the Relevant Account Holders with securities accounts with the Relevant Clearing System.
4. The Issuer undertakes in favour of each Relevant Account Holder that, in relation to any payment to be made by it under this Deed, it will comply with the provisions of Condition 9 (*Taxation*) to the extent that they apply to any payments in respect of Underlying Notes as if those provisions had been set out in full in this Deed.
5. The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Relevant Account Holder to enforce the provisions of this Deed.
6. The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

7. This Deed shall take effect as a Deed Poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the Common Depositary for Euroclear and Clearstream, Luxembourg (being at the date of this Deed Bank of America, N.A. (operating through its London Branch) at 2 King Edward Street, London EC1A 1HQ, United Kingdom) until all the obligations of the Issuer under this Deed have been discharged in full.
8. The Issuer hereby constitutes the Global Registered Notes and covenants in favour of each Holder of an Underlying Note that it will duly perform and comply with the obligations expressed to be undertaken by it in each Note and in the Conditions (and for this purpose any reference in the Conditions to any obligation or payment under or in respect of the Note shall be construed to include a reference to any obligation or payment under or pursuant to this provision).
9. The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and that each Relevant Account Holder shall be entitled severally to enforce those obligations against the Issuer.
10. This Deed and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed and its formation) shall be governed by, and construed in accordance with, English law.
11. In relation to any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed and the Underlying Notes issued by the Issuer (the "**Proceedings**"), the courts of England have exclusive jurisdiction. Each of the Issuer and the Relevant Account Holders irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
12. The Issuer appoints Bank of America, National Association, London Branch at 2 King Edward Street, London, EC1A 1HQ, United Kingdom (Att: General Counsel EMEA) as its agent for service of process, and undertakes that, in the event of Bank of America, National Association, London Branch ceasing so to act or ceasing to be registered in England, it will appoint another person, as the Issuer may approve, as its agent for service of process in England in respect of any Proceedings. Nothing in this clause 12 shall affect the right to serve process in any other manner permitted by law.
13. (a) If any provision of this Deed is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
 - (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
 - (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,shall not be affected or impaired in any way thereby.

(b) If any provision of this Deed shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Deed and shall be deemed to be deleted from this Deed and the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS whereof the Issuer has caused this Deed to be duly executed the day and year first above mentioned.

SIGNED for and on behalf of
MERRILL LYNCH B.V.

By: _____
Name:
Title: Authorised Representative

PART 2
FORM OF W&C INSTRUMENTS DEED OF COVENANT

DEED OF COVENANT

DATED [13] MAY 2022

MERRILL LYNCH B.V.

MERRILL LYNCH INTERNATIONAL & CO. C.V.

**BANK OF AMERICA CORPORATION, BOFA FINANCE LLC, MERRILL LYNCH B.V. AND
MERRILL LYNCH INTERNATIONAL & CO. C.V. NOTE, WARRANT AND CERTIFICATE
PROGRAMME**

THIS DEED OF COVENANT is made on [13] May 2022 by (i) Merrill Lynch B.V. ("**MLBV**"), a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands and having its registered office at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, The Netherlands, registered with the Trade Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 56457103, and (ii) Merrill Lynch International & Co. C.V. ("**MLICo.**"), a limited partnership of unlimited duration incorporated under the laws of Curaçao, having its registered office at Kaya W.F.G. (Jombi) Mensing 36, Curaçao, registered under register number 11705 in the Commercial Registry of the Chamber of Commerce and Industry in Curaçao (each, an "**Issuer**" and together, the "**Issuers**") in favour of the Holders of W&C Instruments.

WHEREAS:

- (A) The Issuers have entered into an Amended and Restated English Law Programme Agreement (the "**English Law Programme Agreement**", which expression includes the same as it may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 between, *inter alios*, the Issuers and the Dealers named in it under which each Issuer proposes from time to time to issue certain W&C Instruments.
- (B) The Issuers have also entered into an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression includes the same as it may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 between, *inter alios*, the Issuers and the Instrument Agents named therein.
- (C) The payment and non-cash delivery obligations of the relevant Issuer under the W&C Instruments (other than Secured Instruments) issued on or after the date hereof will be unconditionally and irrevocably guaranteed by Bank of America Corporation (the "**Guarantor**") under a guarantee executed by the Guarantor on 13 May 2022 (the "**MLBV/MLICo. Guarantee**"). An original executed copy of the MLBV/MLICo. Guarantee has been deposited with, and shall be held by, the Principal Paying Agent on behalf of the Holders from time to time at its specified office (being at the date hereof at 2 King Edward Street, London EC1A 1HQ, United Kingdom) and a copy of the MLBV/MLICo. Guarantee shall be available for inspection at that specified office of each Agent.
- (D) Terms and expressions defined in the English Law Agency Agreement and the Conditions shall have the same meanings in this Deed, except where the context otherwise requires or unless otherwise stated.

NOW THIS DEED WITNESSES as follows:

- 1. Each of the Issuers hereby covenants in favour of each Holder in respect of the W&C Instruments that each Holder is entitled to exercise or enforce in respect of each W&C Instrument held by him, the rights and obligations attaching to the relevant W&C Instrument as set out in, and subject to, this Deed, the Conditions and the applicable Final Terms issued in respect of such W&C Instruments.
- 2.
 - (a) MLICo. hereby constitutes the Global Warrants and covenants in favour of each Holder of such Global Warrants that it will duly perform and comply with the obligations expressed to be undertaken by it in each Global Warrant and in the Conditions (and for this purpose any reference in the Conditions to any obligation or payment under or in respect of the Global Warrant shall be construed to include a reference to any obligation or payment under or pursuant to this provision).
 - (b) Each of the Issuers hereby constitutes the Global Certificates and covenants in favour of each Holder of such Global Certificates that it will duly perform and comply with the obligations expressed to be undertaken by it in each Global Certificate and in the Conditions (and for this purpose any reference in the Conditions to any obligation or

payment under or in respect of the Global Certificate shall be construed to include a reference to any obligation or payment under or pursuant to this provision).

3. This Deed and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed and its formation) shall be governed by, and construed in accordance with, English law.
4. In relation to any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed and the W&C Instruments (the "**Proceedings**"), the courts of England have exclusive jurisdiction. Each of the Issuers and the Holders irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
5. Each of the Issuers appoints Bank of America, National Association, London Branch at 2 King Edward Street, London, EC1A 1HQ, United Kingdom (Att: General Counsel EMEA) as its agent for service of process, and undertakes that, in the event of Bank of America, National Association, London Branch ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this clause shall affect the right to serve process in any other manner permitted by law.
6. (a) If any provision of this Deed is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
 - (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
 - (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,shall not be affected or impaired in any way thereby.
- (b) If any provision of this Deed shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Deed and shall be deemed to be deleted from this Deed and the validity, legality and enforceability of the remaining provisions shall not be affected.
7. This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

IN WITNESS whereof each of the Issuers has caused this Deed to be duly executed the day and year first above mentioned.

SIGNED for and on behalf of
MERRILL LYNCH B.V.

By: _____
Name:
Title: Authorised Representative

SIGNED for and on behalf of
MERRILL LYNCH INTERNATIONAL & CO. C.V.
Acting by its general partner ML Cayman Holdings Inc.

By: _____
Name:
Title:

SCHEDULE 6

FORMS OF NOTICES FOR NOTES

PART 1

FORM OF ASSET TRANSFER NOTICE

ASSET TRANSFER NOTICE

MERRILL LYNCH B.V.

(the "Issuer")

[Details of relevant Series of Notes]

(the "Notes")

When completed, this Notice should be delivered (if the Note to which this Notice relates is represented by a Global Note held via Euroclear or Clearstream, Luxembourg), in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, to Euroclear or Clearstream, Luxembourg (as applicable) with a copy to the Principal Paying Agent, as applicable, and the Issuer or (if the Notes to which this Notice relates is held via DTC) the Notice should be sent through computerised instruction through DTC (via its "Deposit and Withdrawal at Custodian" or "DWAC" function or otherwise in accordance with the rules and procedures of DTC) to the U.S. Paying Agent with a copy to the Principal Paying Agent or (if the Note to which this Notice relates is represented by one or more Individual Note Certificates) the Notice should be delivered in writing with the Note to any Paying Agent with a copy to the Principal Paying Agent and the Issuer, in each case not later than the close of business in each place of reception on the Cut-Off Date.

[To: [Euroclear Bank SA/NV
1 Boulevard du Roi Albert II
B-1210 Brussels
Belgium

or: [Clearstream Banking, S.A.
42 Avenue JF Kennedy
Luxembourg

Attention: [Custody Processing
Department]]

Attention: [OCE Department]]**

[or Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte
NC 28202
United States

cc: Bank of America, N.A. (operating through
its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: GCAS - EMEA Client Delivery]

[or [Bank of America, N.A. (operating
through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: GCAS - EMEA Client
Delivery]

cc: Merrill Lynch B.V.
c/o Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

* **The Paying Agent with whom any Definitive Registered Notes are deposited will not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Paying Agent in relation to the said Definitive Registered Notes or any of them**

unless such loss or damage was caused by the fraud or negligence of such Paying Agent and their directors, officers or employees.

**** Delete as applicable.**

Failure properly to complete and deliver this Notice (in the determination of [Euroclear/ Clearstream, Luxembourg]**][DTC**][the U.S. Paying Agent**][the relevant Paying Agent**] in consultation with the Principal Paying Agent and the Issuer) may result in this Notice being treated as null and void.

Expressions defined in the terms and conditions of the Notes as completed, amended and/or supplemented by the applicable Final Terms shall bear the same meanings herein.

I/We**, the [Accountholder/Noteholder¹] specified in 1 below, being the holder of the Notes, request that the Issuer deliver the relevant Entitlement(s) to which I am/we are** entitled in relation to such Notes, all in accordance with the Conditions.

1. **Name(s) and Address(es) and Contact Telephone Number of [Accountholder/Noteholder¹]**

2. **Details required for delivery of the relevant Entitlement(s) as set out in applicable Final Terms**

3. **Name and address of person from whom details may be obtained for the delivery of the relevant Entitlement if delivery is to be made otherwise than in the manner specified in the applicable Final Terms**

[4. **[Nominal amount of Notes subject of this Notice]¹**

[5. **[Instructions to Euroclear/Clearstream, Luxembourg]**

I/We** hereby irrevocably authorise and instruct [Euroclear/Clearstream, Luxembourg]** to debit the Note(s) referred to above from the Account referred to below on or before the Delivery/Settlement Date.】**

Account:

No:

Name:]

[6. **[Instructions to DTC]**

I/We** hereby irrevocably authorise and instruct DTC to debit the Note(s) referred to above from the Account referred to below on or before the Delivery/Settlement Date.】**

Account:

No:

Name:]

7. **Expenses**

I/We** hereby irrevocably undertake to pay all Expenses in respect of the relevant Entitlement(s) [and irrevocably authorise [Euroclear/Clearstream, Luxembourg][DTC]** to

¹ Include if the Note to which this Notice relates is a Definitive Registered Note.

debit my/our** specified account at [Euroclear/Clearstream, Luxembourg][DTC]** in respect thereof and to pay such Expenses]

[8.]**]Noteholder's [Euroclear/Clearstream, Luxembourg][DTC]** Account for payment of any cash amount specified in the applicable Final Terms as being payable**

I/We** hereby instruct that any dividends or any other cash amount, specified in the applicable Final Terms payable to me/us** shall be credited to the [Euroclear/Clearstream, Luxembourg][DTC]**account referred to below.

Account:

No:

Name:

[Name and address of bank or institution at which such Account is held:]¹

[9.]**]Certification**

(complete, as applicable)

[The undersigned hereby certifies that as of the date hereof: (1) the Note(s) to which this Notice relates is (are) not and will not be beneficially owned, directly or indirectly, by a person which is a "U.S. person" (as defined by Regulation S under the United States Securities Act of 1933, as amended); and (2) no cash, securities or other property have been or will be delivered within the United States or to, or for the account of or benefit of, a U.S. person in connection with any redemption thereof.]

[The undersigned hereby certifies that as of the date hereof all of the Notes to which this Notice relates are beneficially owned, directly or indirectly, by persons which are "U.S. persons" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended), who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.]

[10.]**]Authorisation of production in proceedings**

I/We** hereby authorise the production of this Notice in any administrative or legal proceedings instituted in connection with the Note or Notes to which this Notice relates.

Signed

Date

PART 2
FORM OF PUT NOTICE FOR NOTES

PUT NOTICE

MERRILL LYNCH B.V.

[Details of relevant Series of Notes]

By depositing this duly completed Notice with any Paying Agent for the above Series of Notes (the "**Notes**") the undersigned holder of the Notes surrendered with this Notice and referred to below irrevocably exercises its option to have [the full/.....]¹ nominal amount of the Notes redeemed in accordance with Condition 7(E) (*Redemption and Purchase - Redemption at the Option of the Noteholders (Investor Put)*); on [redemption date].

This Notice relates to Notes in the aggregate nominal amount of.....bearing the following serial numbers:

.....

If the Notes referred to above are to be returned to the undersigned under clause 16.4 of the English Law Agency Agreement, they should be returned by post to:

.....

Payment Instructions

Please make payment in respect of the above-mentioned Notes by [cheque posted to the above address/transfer to the following bank account]¹:

Bank:

Branch Address:

Branch Code:

Account Number:

Signature of holder:

[Signature and stamp of Paying Agent]

At its office at:

On:

NOTES:

1. Complete as appropriate.
 2. The English Law Agency Agreement provides that Notes so returned will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance to the relevant Paying Agent at the time of depositing the Note referred to above.
- N.B. The Paying Agent with whom the above-mentioned Notes are deposited will not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Paying Agent in relation to the said Notes or any of them unless such loss or damage was caused by the fraud or negligence of such Paying Agent or their directors, officers or employees.

This Put Notice is not valid unless all of the paragraphs requiring completion are duly completed. Once validly given this Put Notice is irrevocable except in the circumstances set out in 16.4 of the English Law Agency Agreement.

PART 3
[FORM OF EXCHANGE NOTICE]

Merrill Lynch B.V.
[EUR][GBP][●][Insert description of the Exchangeable Notes]

[unconditionally and irrevocably guaranteed as to payment obligations by Bank of America Corporation]

ISIN: [●]

(Please read the notes overleaf before completing this Notice)

Name: Date:

Address:
.....

Euroclear/Clearstream, Luxembourg Account No:
.....

Email:

Telephone No:

Fax No:

Signature*:

**Where the Exchangeable Notes in respect of which this Exchange Notice is given are evidenced by a Euroclear/CBL Global Registered Exchangeable Note, the Exchange Notice may be delivered in electronic form. In such a case, delivery of the Exchange Notice will constitute confirmation by the beneficial owner of interests in the Exchangeable Notes to be redeemed that the information and the representations in the Exchange Notice are true and accurate on the date of delivery. For the avoidance of doubt, any notices or instructions delivered via email to the specified email address of the Principal Paying Agent will only be valid if (a) the notice or instruction is in PDF format sent via email to the Principal Paying Agent's email address set out below; and (b) the notice or instruction is substantially in the form prescribed in the Supplemental Agency Agreement and is signed by the Noteholder.*

Please Note:

- (a) The completed Exchange Notice must be sent by either email or authenticated SWIFT message to the Principal Paying Agent during the Principal Paying Agent's usual business hours (08.00 to 16.30) on a business day in London (with a copy to Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (as applicable)). Details of the Principal Paying Agent are as follows:

Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

Attention: GCAS – London Client Delivery

Email: ipa.europe@bofa.com

- (b) In accordance with Exchangeable Note Condition 7(b), if delivery of the Exchange Notice is made after usual business hours or on a day which is not a business day in London, such delivery will be deemed to be made on the next following business day in London.
- (c) Words and expressions defined in the Terms and Conditions of the Exchangeable Notes (the "**Exchangeable Note Conditions**") shall bear the same meanings where used in this notice, except where the context requires otherwise or unless otherwise stated:

Merrill Lynch B.V.

[EUR][GBP][●][Insert description of the Exchangeable Notes]

To: Bank of America, N.A. (Operating through its London Branch)
(as Principal Paying Agent)

Cc: Merrill Lynch B.V. (as Issuer)

Bank of America Corporation (as Guarantor)

[Merrill Lynch International] [BofA Securities Europe SA] (as Calculation Agent)

I/We, being the holder(s) of the Exchangeable Note(s)/interest in the Euroclear/CBL Global Registered Exchangeable Note (*please delete as applicable*) specified below, hereby irrevocably elect to exercise my/our Exchange Right in respect of the principal amount of such Notes as specified below of which I/we am/are the holders(s) or in which I/we have an interest (as specified below) in accordance with the Exchangeable Note Conditions which I/we acknowledge will be redeemed in cash by the Issuer (as further described in Exchangeable Note Conditions [7(c) and 7(d)]) as set out below):

- (a) Total principal amount and, where applicable, the serial numbers of Exchangeable Notes to which this notice applies:

Exchangeable Notes :.....

Euroclear/CBL Global Registered Exchangeable Note:

Total principal amount:

.....

Serial numbers of Definitive Registered Notes (*if relevant*):

.....

N.B. If necessary, the serial numbers of Exchangeable Notes can be attached separately (*Not relevant if Exchangeable Notes are evidenced by a Euroclear/CBL Global Registered Exchangeable Note*).

- (b) I/We hereby request that:

the Cash Amount to be paid pursuant to Exchangeable Note Condition 7(d) and any interest required to be paid pursuant to the Exchangeable Note Conditions in respect of the Exchangeable Notes be transferred to the Euroclear or Clearstream, Luxembourg participant cash account(s) specified above in accordance with the relevant system's rules and

procedures and, in the case of Definitive Registered Notes, any Individual Note Certificates for the balance of any Exchangeable Notes that are not the subject of this Exchange Notice, be delivered as further specified below.

Where the Exchange Right is exercised in respect of less than the entire aggregate principal amount of the Exchangeable Notes represented by an Individual Note Certificate, upon delivery of such Individual Note Certificate with this Exchange Notice at the specified office of the Principal Paying Agent in accordance with Exchangeable Note Condition 7(b), a new Individual Note Certificate for the balance of the Exchangeable Notes will be registered in the name of the Noteholder(s) exercising Exchange Rights and such Individual Note Certificate will be available for collection at the specified office of the Principal Paying Agent (**) **OR** dispatched at my/our own risk by ordinary mail (or, at my/our expense, by courier) to the person whose name and address is given below (**):

*** Please delete as appropriate.*

Name:.....

Address:

- (c) The hereby relevant Individual Note Certificate in respect of the Exchangeable Notes to be redeemed accompanies this Exchange Notice. (**N.B.:** Not relevant where the Exchangeable Notes are evidenced by the Euroclear/CBL Global Registered Exchangeable Note).
- (d) I/we hereby further represent and agree that I/we or the person(s) who has/have a beneficial interest in such Exchangeable Note(s) am/is/are in compliance with all applicable fiscal or other laws and regulations as provided in the Exchangeable Note Conditions and have/has paid or will pay, to the extent required by the Exchangeable Note Conditions, all taxes and capital, stamp, issue and registration duties, stamp duty reserve tax or similar taxes or duties arising in connection with the Exchange Notice and/or exchange of the Exchangeable Notes .
- (e) I/we hereby acknowledge that the Issuer, the Guarantor, the Principal Paying Agent, the Calculation Agent and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements.

Dated:..... Signature:.....

PRINT NAME(S):.....

Authorised Signatory:.....

Notes

- This Exchange Notice will be void unless the introductory details and Sections (a) and (b) are duly completed and Sections (c), (d) and (e) are complied with at all times.
- Your attention is drawn to Exchangeable Note Conditions [7, 8, 9 and 10] with respect to the conditions specifically relating to exchange and redemption.

- This Exchange Notice may be completed by or on behalf of an accountholder of Euroclear, Clearstream, Luxembourg or any clearing system in which the relevant Exchangeable Notes are held at such time which has an interest in the Euroclear/CBL Global Registered Exchangeable Note.
- The holding of an interest in an Exchangeable Note by an accountholder of Euroclear, Clearstream, Luxembourg or any clearing system in which the relevant Exchangeable Note is held in respect of which Exchange Rights are being exercised will be confirmed by the Principal Paying Agent with the relevant clearing system.

For the Principal Paying Agent's and Calculation Agent's use only:

(a)

- (i) Exchangeable Note identification reference:
- (ii) Date of delivery of Exchange Notice to Principal Paying Agent:.....
- (iii) Exchange Date (to be filled in by Principal Paying Agent):.....

(b)

- (i) Aggregate principal amount of Exchangeable Notes in respect of which Individual Note Certificates* have been deposited:.....
- (ii) for Exchange Notice /represented by the Euroclear/CBL Global Registered Exchangeable Note** being converted:.....
- (iii) Exchange Price on Exchange Date:.....
- (iv) Cash Amount payable:.....
- (v) Interest payable:.....

N.B. The Principal Paying Agent must complete items (a) and (b).

** Specify in whose name the balance of the Individual Note Certificate (if any) is to be registered and where it is to be delivered.*

*** Delete as appropriate.*

SCHEDULE 7

FORMS OF NOTICES FOR WARRANTS

PART 1

FORM OF EXERCISE NOTICE FOR WARRANTS REPRESENTED BY A EUROCLEAR/ CBL GLOBAL REGISTERED WARRANT¹

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")
[Details of relevant Series of Warrants]
(the "**Warrants**")

When completed this Exercise Notice should be sent by fax or authenticated SWIFT message (to be confirmed in writing) or delivered in writing to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Warrants being exercised, with a copy to the Principal Warrant Agent and to [Merrill Lynch International][BofA Securities Europe SA]².

[To:	Euroclear Bank SA/NV Boulevard du Roi Albert II, no 1 B1210 Brussels Belgium	Or:	Clearstream Banking, S.A. 42 Avenue JF Kennedy L-1855 Luxembourg]*
cc:	Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc:	[Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ³

Failure properly to complete this Exercise Notice (in the determination of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent) or to submit a substantially similar form of Exercise Notice (in the determination of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent) or to copy it to the Principal Warrant Agent [Merrill Lynch International][BofA Securities Europe SA]⁴, immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Exercise Notice being treated as null and void. In the case of physically settled Warrants, this Exercise Notice will be null and void unless the beneficial owner certifies (see paragraph 6(d) below) on the date of such exercise that: (1) such owner is not, and such Warrants were not held on behalf of, a person which is a "U.S. person" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended); and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the account or benefit of, a U.S. person in connection with such exercise.

This Exercise Notice shall be completed and delivered as provided in the Terms and Conditions of the Warrants as amended and/or supplemented by the applicable Final Terms(s).

¹ **N.B.:** If Automatic Exercise is specified in the Final Terms in respect of any Cash Settled Warrants represented by a Euroclear/CBL Registered Warrant, no Exercise Notice shall be required

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

* Delete as applicable.

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁴ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

If this Exercise Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and the Principal Warrant Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

2. **Exercise of Warrants**

The undersigned, being the holder(s) of the Warrants and, if applicable, Units referred to below forming part of the above issue of Warrants, hereby exercises the number of Warrants and, if applicable, Units referred to below, subject to the Terms and Conditions of such Warrants. Expressions defined in such Terms and Conditions shall bear the same meanings herein.

3. **[ISIN] Number and Number of Warrants**

The [ISIN] number of Warrants being exercised is:

The number of Warrants and, if applicable, Units referred to in paragraph 2 above is as follows:

Warrants: []

Units: []

Note: Reference should be made to the Terms and Conditions of the Warrants to ensure that Warrants are exercised in Units and/or any minimum number or multiples required by such Terms and Conditions and do not exceed any maximum limitations.

4. **Account details:**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Warrants hereby being exercised. [I/We* hereby authorise Euroclear/Clearstream, Luxembourg* to disclose the details of my/our Securities Account to the Principal Warrant Agent].

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

* Delete as appropriate.

Name:

5. **Cash Settled Warrants – Settlement**

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised are set out in paragraph 4.

6. **Physically Settled Warrants – Settlement**

- (a) I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on the Actual Exercise Date my/our* Cash Account referred to in paragraph 4 with the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be, (together with any other amounts payable).

(b) **Not applicable for FX Linked Warrants**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring and the Issuer electing to pay the Disruption Cash Settlement Price or the occurrence of a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Failure to Deliver Settlement Price) should be credited to my/our* Cash Account specified in paragraph 4.

(c) **Applicable to FX Linked Warrants Only**

My/Our* account details with Euroclear/Clearstream, Luxembourg* to be credited with the amount due to me/us* upon exercise of the Warrants or Units, as the case may be, are set out in paragraph 4.

(d) **Certification of Non-U.S. beneficial ownership**

The undersigned hereby certifies that as of the date hereof: (1) none of the Warrants exercised hereby is or will be beneficially owned, directly or indirectly, by, or on behalf of, a U.S. person (as defined above); and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the account or benefit of, a U.S. person in connection with such exercise.

I/We* understand that certain portions of this Exercise Notice are required in connection with certain tax and securities laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Exercise Notice is or would be relevant, I/we* irrevocably authorise you to produce this Exercise Notice to any interested party in such proceedings.

* Delete as appropriate.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the terms and conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

Name(s) of Holder(s):

* Signed/By:

Dated:

[N.B. If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Exercise Notice to reflect such option.]

PART 2
FORM OF EXERCISE NOTICE FOR WARRANTS REPRESENTED BY A REGULATION S/RULE
144A GLOBAL WARRANT HELD THROUGH EUROCLEAR AND/OR CLEARSTREAM,
LUXEMBOURG

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")
[Details of relevant Series of Warrants]
(the "**Warrants**")

When completed this Exercise Notice should be sent by fax or authenticated SWIFT message (to be confirmed in writing) or delivered in writing to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Warrants being exercised, with a copy to the Principal Warrant Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹.

To: [Euroclear Bank SA/NV Boulevard du roi Albert II, no. 1 B1210 Brussels Belgium	Or: Clearstream Banking, S.A. 42 Avenue JF Kennedy L-1855 Luxembourg]
cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc: [Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ²

Failure properly to complete this Exercise Notice (in the determination of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent) or to submit a substantially similar form of Exercise Notice (in the determination of the Principal Warrant Agent) or to copy it to the Principal Warrant Agent and [Merrill Lynch International][BofA Securities Europe SA]³ immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Exercise Notice being treated as null and void.

This Exercise Notice shall be completed and delivered as provided in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

If this Exercise Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to Euroclear, or Clearstream, Luxembourg, as the case may be, [Merrill Lynch International][BofA Securities Europe SA] and the Principal Warrant Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

Address:

2. **Exercise of Warrants**

The undersigned, being the holder(s) of the Warrants and, if applicable, Units referred to below forming part of the above issue of Warrants, hereby exercises the number of Warrants and, if applicable, Units referred to below, subject to the Terms and Conditions of such Warrants. Expressions defined in such Terms and Conditions shall bear the same meanings herein.

3. **Series Number and Number of Warrants**

The series number of Warrants being exercised is:

The number of Warrants and, if applicable, Units referred to in paragraph 2 above is as follows:

Warrants: []

Units: []

Note: Reference should be made to the Terms and Conditions of the Warrants to ensure that Warrants are exercised in Units and/or any minimum number or multiples required by such Terms and Conditions and do not exceed any maximum limitations.

4. **Account details:**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Warrants hereby being exercised. I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* [to deduct an amount in respect of such Expenses from any [Cash Settlement Amount][Physical Settlement Value] due to me/us* [and/or,] to debit my/our* Cash Account specified below with an amount or amounts in respect of such Expenses [and/or,] to convert such amount of the Entitlement due to be delivered to me/us* as necessary to be sufficient to cover such Expenses] and to pay on my/our* behalf such Expenses to the extent of such amount or amounts in accordance with the Terms and Conditions of the Warrants].

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

* Delete as appropriate.

5. **Cash Settled Warrants – Settlement**

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised are set out in paragraph 4.

In the case of Rule 144A Warrants, the undersigned hereby certifies that all of the Warrants exercised hereby are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the U.S. Securities Act of 1933, as amended, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

6. **Physical Delivery Warrants – Settlement**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on the Actual Exercise Date my/our* Cash Account set out in paragraph 4 with the aggregate Exercise Prices in respect of such Warrants together with any other amounts payable (including, for the avoidance of doubt, any Expenses).

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with any cash payable by the Issuer to me/us* in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event and the Issuer electing to pay the Cash Settlement Amount are set out in paragraph 4.

My/Our* Securities Account details with Euroclear/Clearstream, Luxembourg* to be credited with the Entitlement (or any Deliverable Obligations comprising the Entitlement) are set out in paragraph 4.

[Notwithstanding the Warrants are Physical Delivery Warrants, I/We* hereby irrevocably elect to receive the Cash Settlement Amount less any Expenses instead of the Entitlement. My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised less any Expenses are set out in paragraph 4.]

7. **Physical Delivery Warrants – Acknowledgements of the Warrantholder**

- (a) I/We* hereby confirm that I/we* have made such regulatory filings and have obtained such approvals and accounts as may be necessary to permit Physical Settlement of the Entitlement.
- (b) I/We* hereby acknowledge that Physical Settlement of the Entitlement will only be made if permitted in accordance with all the applicable laws and regulations from time to time in force (including, for the avoidance of doubt, any applicable U.S. securities laws) and I/we* hereby acknowledge that, in the event that Physical Settlement is selected by me/us* but, in the sole discretion of the Calculation Agent, relevant regulations do not permit such Physical Settlement as described in paragraph [14] of the Final Terms relating to the Warrants the subject of this Exercise Notice, the Warrants shall be deemed to be Cash Settled Warrants and I/we* shall receive the Cash Settlement Amount rather than the Entitlement.
- (c) I/We* hereby acknowledge that any Relevant Asset or substitute asset relating thereto delivered by the Issuer may be subject to transfer restrictions and additional certifications may be required from me/us*. In the event that such additional certifications are required, I/we* undertake to provide such additional certifications.

- (d) I/We* hereby undertake to pay any Expenses incurred by the Calculation Agent and I/we* hereby acknowledge that delivery of the Entitlement shall be subject to payment of any such Expenses.
- (e) I/We* hereby acknowledge that the Warrants may only be exercised in amounts that correspond to the Minimum Exercise Number, if any, as described in paragraph [23] of the Final Terms relating to the Warrants that are the subject of this Exercise Notice.
- (f) I/We* hereby acknowledge that, in the sole discretion of the Calculation Agent, in the event that Physical Settlement is not practicable by reason of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity, I/we* will receive the Disruption Cash Settlement Price or the Failure to Deliver Settlement Price, as applicable, instead of the Entitlement as further described in the Terms and Conditions of the Warrants.
- (g) The undersigned hereby certifies that as of the date hereof, EITHER:
 - (i) none of the Warrants exercised hereby is or will be beneficially owned, directly or indirectly, by, or on behalf of, a person which is a "U.S. person" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended; and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the account or benefit of, a U.S. person in connection with such exercise; OR
 - (ii) all of the Warrants exercised hereby are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the U.S. Securities Act of 1933, as amended, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Exercise Notice are required in connection with certain tax and securities laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Exercise Notice is or would be relevant, I/we* irrevocably authorise you to produce this Exercise Notice to any interested party in such proceedings.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

Name(s) of Holder(s):

*Signed/By:

Dated:

PART 3
**FORM OF EXERCISE NOTICE FOR WARRANTS REPRESENTED BY A RULE 144A GLOBAL
WARRANT HELD THROUGH EUROCLEAR AND/OR CLEARSTREAM, LUXEMBOURG**

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")
[Details of relevant Series of Warrants]
(the "**Warrants**")

When completed this Exercise Notice should be sent by fax or authenticated SWIFT message (to be confirmed in writing) or delivered in writing to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Warrants being exercised, with a copy to the Principal Warrant Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹.

To: [Euroclear Bank SA/NV Boulevard du roi Albert II, no. 1 B1210 Brussels Belgium	Or: Clearstream Banking, S.A. 42 Avenue JF Kennedy L-1855 Luxembourg]
cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc: [Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ²

Failure properly to complete this Exercise Notice (in the determination of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent) or to submit a substantially similar form of Exercise Notice (in the determination of the Principal Warrant Agent) or to copy it to the Principal Warrant Agent and [Merrill Lynch International][BofA Securities Europe SA]³ immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Exercise Notice being treated as null and void.

This Exercise Notice shall be completed and delivered as provided in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Exercise Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, [Merrill Lynch International][BofA Securities SA] and the Principal Warrant Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

2. **Exercise of Warrants**

The undersigned, being the holder(s) of the Warrants and, if applicable, Units referred to below forming part of the above issue of Warrants, hereby exercises the number of Warrants and, if applicable, Units referred to below, subject to the Terms and Conditions of such Warrants. Expressions defined in such Terms and Conditions shall bear the same meanings herein.

3. **Series Number and Number of Warrants**

The series number of Warrants being exercised is:

The number of Warrants and, if applicable, Units referred to in paragraph 2 above is as follows:

Warrants: []

Units: []

Note: Reference should be made to the Terms and Conditions of the Warrants to ensure that Warrants are exercised in Units and/or any minimum number or multiples required by such Terms and Conditions and do not exceed any maximum limitations.

4. **Account details:**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Warrants hereby being exercised. I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* [to deduct an amount in respect of such Expenses from any [Cash Settlement Amount] [Physical Settlement Value] due to me/us* [and/or,] to debit my/our* Cash Account specified below with an amount or amounts in respect of such Expenses [and/or,] to convert such amount of the Entitlement due to be delivered to me/us* as necessary to be sufficient to cover such Expenses] and (b) to pay on my/our* behalf such Expenses to the extent of such amount or amounts in accordance with the Terms and Conditions of the Warrants.

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

5. **Cash Settled Warrants – Settlement**

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised are set out in paragraph 4.

* Delete as appropriate.

6. Physical Delivery Warrants – Settlement

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on the Actual Exercise Date my/our* Cash Account set out in paragraph 4 with the aggregate Exercise Prices in respect of such Warrants together with any other amounts payable (including, for the avoidance of doubt, any Expenses).

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with any cash payable by the Issuer to me/us* in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event and the Issuer electing to pay the Cash Settlement Amount are set out in paragraph 4.

My/Our* Securities Account details with Euroclear/Clearstream, Luxembourg* to be credited with the Entitlement (or any Deliverable Obligations comprising the Entitlement) are set out in paragraph 4.

[Notwithstanding the Warrants are Physical Delivery Warrants, I/We* hereby irrevocably elect to receive the Cash Settlement Amount less any Expenses instead of the Entitlement. My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised less any Expenses are set out in paragraph 4.]

7. Physical Delivery Warrants – Acknowledgements of the Warrantholder

- (a) I/We* hereby confirm that I/we* have made such regulatory filings and have obtained such approvals and accounts as may be necessary to permit Physical Settlement of the Entitlement.
- (b) I/We* hereby acknowledge that Physical Settlement of the Entitlement will only be made if permitted in accordance with all the applicable laws and regulations from time to time in force (including, for the avoidance of doubt, any applicable U.S. securities laws) and I/we* hereby acknowledge that, in the event that Physical Settlement is selected by me/us* but, in the sole discretion of the Calculation Agent, relevant regulations do not permit such Physical Settlement as described in paragraph 14 of the Final Terms relating to the Warrants the subject of this Exercise Notice, the Warrants shall be deemed to be Cash Settled Warrants and I/we* shall receive the Cash Settlement Amount rather than the Entitlement.
- (c) I/We* hereby acknowledge that any Relevant Asset or substitute asset relating thereto delivered by the Issuer may be subject to transfer restrictions and additional certifications may be required from me/us*. In the event that such additional certifications are required, I/we* undertake to provide such additional certifications.
- (d) I/We* hereby undertake to pay any Expenses incurred by the Calculation Agent and I/we* hereby acknowledge that delivery of the Entitlement shall be subject to payment of any such Expenses.
- (e) I/We* hereby acknowledge that the Warrants may only be exercised in amounts that correspond to the Minimum Exercise Number, if any, as described in paragraph [23] of the Final Terms relating to the Warrants that are the subject of this Exercise Notice.
- (f) I/We* hereby acknowledge that, in the sole discretion of the Calculation Agent, in the event that Physical Settlement is not practicable by reason of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity, I/we* will receive the Disruption Cash Settlement Price or the Failure to Deliver Settlement Price, as applicable, instead of the Entitlement as further described in the Terms and Conditions of the Warrants.

8. **Certification**

The undersigned hereby certifies that as of the date hereof all of the Warrants exercised hereby are beneficially owned, directly or indirectly, by persons which are "U.S. persons" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")), who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Exercise Notice are required in connection with certain tax and securities laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Exercise Notice is or would be relevant, I/we* irrevocably authorize you to produce this Exercise Notice to any interested party in such proceedings.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

Name(s) of Holder(s):

*Signed/By:

Dated:

PART 4
**FORM OF EXERCISE NOTICE FOR WARRANTS REPRESENTED BY A RULE 144A GLOBAL
WARRANT HELD THROUGH DTC**

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")
[Details of relevant Series of Warrants]
(the "**Warrants**")

When completed this Exercise Notice should be sent through computerised exercise instruction through The Depository Trust Company ("**DTC**") (via its "Deposit and Withdrawal at Custodian" or "DWAC" function or otherwise in accordance with the rules and procedures of DTC) to the U.S. Warrant Agent, with a copy to the Principal Warrant Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹.

To: Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte
NC 28202
United States

cc: Bank of America, N.A. (operating
through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

cc: [Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom]

[BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France]²

Failure properly to complete this Exercise Notice (in the determination of the U.S. Warrant Agent in consultation with the Principal Warrant Agent and/or DTC) or to submit a substantially similar form of Exercise Notice (in the determination of the U.S. Warrant Agent in consultation with the Principal Warrant Agent and/or DTC) or to copy it to the Principal Warrant Agent and [Merrill Lynch International][BofA Securities Europe SA]³ immediately after being delivered or sent to the U.S. Warrant Agent will result in this Exercise Notice being treated as null and void.

This Exercise Notice shall be completed and delivered as provided in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

If this Exercise Notice is subsequently corrected to the satisfaction of the U.S. Warrant Agent in consultation with the Principal Warrant Agent and/or DTC, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the U.S. Warrant Agent and the Principal Warrant Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

Address:

2. **Exercise of Warrants**

The undersigned, being the holder(s) of the Warrants and, if applicable, Units referred to below forming part of the above issue of Warrants, hereby exercises the number of Warrants and, if applicable, Units referred to below, subject to the Terms and Conditions of such Warrants. Expressions defined in such Terms and Conditions shall bear the same meanings herein.

3. **Series Number and Number of Warrants**

The series number of Warrants being exercised is:

The number of Warrants and, if applicable, Units referred to in paragraph 2 above is as follows:

Warrants: []

Units: []

Note: Reference should be made to the Terms and Conditions of the Warrants to ensure that Warrants are exercised in Units and/or any minimum number or multiples required by such Terms and Conditions and do not exceed any maximum limitations.

4. **Account details:**

I/We* hereby irrevocably instruct DTC to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Warrants hereby being exercised.

I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct DTC [to deduct an amount in respect of such Expenses from any [Cash Settlement Amount][Physical Settlement Value] due to me/us* [and/or,] to debit my/our* Cash Account specified below with an amount or amounts in respect of such Expenses [and/or,] to convert such amount of the Entitlement due to be delivered to me/us* as necessary to be sufficient to cover such Expenses] and (b) to pay on my/our* behalf such Expenses to the extent of such amount or amounts in accordance with the Terms and Conditions of the Warrants.

My/Our* account details with DTC are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

5. **Cash Settled Warrants – Settlement**

* Delete as appropriate.

My/Our* Cash Account details with DTC to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised are set out in paragraph 4.

6. Physical Delivery Warrants – Settlement

I/We* hereby irrevocably instruct DTC to debit on the Actual Exercise Date my/our* Cash Account set out in paragraph 4 with the aggregate Exercise Prices in respect of such Warrants together with any other amounts payable (including, for the avoidance of doubt, any Expenses).

My/Our* Cash Account details with DTC to be credited with any cash payable by the Issuer to me/us* in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event and the Issuer electing to pay the Cash Settlement Amount are set out in paragraph 4.

My/Our* Securities Account details with DTC to be credited with the Entitlement (or any Deliverable Obligations comprising the Entitlement) are set out in paragraph 4.

[Notwithstanding the Warrants are Physical Delivery Warrants, I/We* hereby irrevocably elect to receive the Cash Settlement Amount less any Expenses instead of the Entitlement. My/Our* Cash Account details with DTC to be credited with payment by the Issuer of the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, exercised less any Expenses are set out in paragraph 4.]

7. Physical Delivery Warrants – Acknowledgements of the Warrant holder

- (a) I/We* hereby confirm that I/we* have made such regulatory filings and have obtained such approvals and accounts as may be necessary to permit Physical Settlement of the Entitlement.
- (b) I/We* hereby acknowledge that Physical Settlement of the Entitlement will only be made if permitted in accordance with all the applicable laws and regulations from time to time in force (including, for the avoidance of doubt, any applicable U.S. securities laws) and I/we* hereby acknowledge that, in the event that Physical Settlement is selected by me/us* but, in the sole discretion of the Calculation Agent, relevant regulations do not permit such Physical Settlement as described in paragraph [14] of the Final Terms relating to the Warrants the subject of this Exercise Notice, the Warrants shall be deemed to be Cash Settled Warrants and I/we* shall receive the Cash Settlement Amount rather than the Entitlement.
- (c) I/We* hereby acknowledge that any Relevant Asset or substitute asset relating thereto delivered by the Issuer may be subject to transfer restrictions and additional certifications may be required from me/us*. In the event that such additional certifications are required, I/we* undertake to provide such additional certifications.
- (d) I/We* hereby undertake to pay any Expenses incurred by the Calculation Agent and I/we* hereby acknowledge that delivery of the Entitlement shall be subject to payment of any such Expenses.
- (e) I/We* hereby acknowledge that the Warrants may only be exercised in amounts that correspond to the Minimum Exercise Number, if any, as described in paragraph [23] of the Final Terms relating to the Warrants that are the subject of this Exercise Notice.
- (f) I/We* hereby acknowledge that, in the sole discretion of the Calculation Agent, in the event that Physical Settlement is not practicable by reason of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity, I/we* will receive the Disruption Cash Settlement Price or the Failure to Deliver Settlement Price, as applicable, instead of the Entitlement as further described in the Terms and Conditions of the Warrants.

8. **Certification**

The undersigned hereby certifies that as of the date hereof all of the Warrants exercised hereby are beneficially owned, directly or indirectly, by persons which are "U.S. persons" as defined by Regulation S under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Exercise Notice are required in connection with certain tax and securities laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Exercise Notice is or would be relevant, I/we* irrevocably authorise you to produce this Exercise Notice to any interested party in such proceedings.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

Name(s) of Holder(s):

*Signed/By:

Dated:

PART 5
FORM OF NOTICE OF PURCHASE OF ADDITIONAL WARRANTS

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

[Details of relevant Series of Warrants]
(ISIN: *[insert ISIN number]*)
(the "**Warrants**")

When completed this Notice should be sent by fax or authenticated SWIFT message (to be confirmed in writing) or delivered in writing to (or if the Warrants to which this Notice relates are represented by a Global Warrant, in such manner as is acceptable to) whichever of Euroclear or, Clearstream, Luxembourg records or will record on its books ownership of the Warrants to which such Notice relates, with a copy to the Principal Warrant Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹.

[To: Euroclear Bank SA/NV Boulevard du Roi Albert II, no 1 B1210 Brussels Belgium	Or: Clearstream Banking, S.A. 42 Avenue JF Kennedy L-1855 Luxembourg]*
cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc: [Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ²

Failure properly to complete this Notice (in the determination of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent) or to submit a substantially similar form of Notice or to submit this Notice in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be (in consultation with the Principal Warrant Agent) or to copy it to the Principal Warrant Agent and [Merrill Lynch International][BofA Securities Europe SA]³ immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Notice being treated as null and void.

This Notice shall be completed and delivered as provided in the Terms and Conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Warrant Agent, it shall be deemed to be a new Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and the Principal Warrant Agent.

For the avoidance of doubt, if this Notice (or any subsequently corrected Notice) is not received by the Principal Warrant Agent and [Merrill Lynch International][BofA Securities Europe SA]⁴ by the date specified in the relevant notice from the Calculation Agent, then such Notice shall be treated as

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

* Delete as applicable.

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁴ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

null and void. In such case, no additional Warrants shall be issued to the Holder of the Warrants to which such Notice relates, and the Issuer shall have no further obligation to such Holder to take any action in respect of the relevant Potential Adjustment Event or to pay any amounts in cash to any Holder in lieu thereof.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

2. **Purchase of additional Warrants pursuant to LEPW Condition 4(b)(ii)**

The undersigned, being the holder(s) of [*insert number of Warrants*] Warrants (and, if applicable, Units) forming part of the above issue of Warrants, hereby wishes to purchase the additional Warrants (and, if applicable, Units) referred to below, to which I am/we are* entitled in relation to such Warrants, [pursuant to the notice from the Calculation Agent dated [*insert date of notice from Calculation Agent*] and] in accordance with the Terms and Conditions of such Warrants. Expressions defined in such Terms and Conditions shall bear the same meanings herein.

3. **Number of additional Warrants to be purchased**

The number of additional Warrants (and, if applicable, Units) I/we* wish to purchase is as follows:

Warrants: []

Units: []

4. **Account details:**

My/Our* Securities Account details to be credited with the additional Warrants (and, if applicable, Units) referred to in paragraph 3 above, are set out below. I/We* hereby authorise Euroclear/Clearstream, Luxembourg* to disclose the details of my/our Securities Account to the Principal Warrant Agent.

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

5. **Subscription Monies, Fees and/or Charges**

I/We* hereby irrevocably undertake to pay all subscription monies, fees and/or charges in respect of the additional Warrants (and, if applicable, Units) referred to in paragraph 3 above on or prior to the date specified in the relevant notice from the Calculation Agent, and irrevocably authorise Euroclear/Clearstream, Luxembourg to debit my/our* specified account at Euroclear/Clearstream, Luxembourg in respect thereof and to pay such subscription monies, fees and/or charges.

* Delete as appropriate.

I/We* understand that certain portions of this Notice are required in connection with certain tax and securities laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Notice is or would be relevant, I/we* irrevocably authorise you to produce this Notice to any interested party in such proceedings.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the terms and conditions of the Warrants as completed, amended and/or supplemented by the applicable Final Terms.

Name(s) of Holder(s):

*Signed/By:

Dated:

* Delete as appropriate.

SCHEDULE 8

FORMS OF NOTICES FOR CERTIFICATES

PART 1

FORM OF PUT NOTICE FOR CERTIFICATES

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

(the "**Issuer**")

[*Details of relevant Series of Certificates*]

(the "**Certificates**")

When completed, this Put Notice should be sent by fax or authenticated SWIFT message (to be confirmed in writing) to (i) Euroclear or Clearstream, Luxembourg with a copy to [Merrill Lynch International][BofA Securities Europe SA], the Principal Certificate Agent (in the case of Euroclear/CBL Certificates) and the Registrar (in the case of Euroclear/CBL Global Registered Certificates), or (ii) the Registrar with a copy to [Merrill Lynch International][BofA Securities Europe SA]¹ (in the case of Definitive Registered Certificates).

To:	[Clearstream Banking, S.A. 42 avenue JF Kennedy L-1855 Luxembourg]	or	[Euroclear Bank SA/NV 1 Boulevard du Roi Albert II B-1210 Brussels Belgium]
or	[Bank of America Europe DAC Block D, Central Park Leopardstown D18 N924 Ireland]		
cc:	[Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom]	cc:	[Bank of America Europe DAC Block D, Central Park Leopardstown D18 N924 Ireland]
cc:	[Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom]		
	[BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ²		

This Put Notice should be completed and delivered as provided in the Terms and Conditions of the Certificates as amended and/or supplemented by the relevant provisions of the applicable Final Terms (the "**Conditions**"). Expressions defined in the Conditions shall bear the same meanings herein.

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

1. **Name(s) and Address(es) of Holders**

2. **Exercise of Put Option**

The undersigned, being the holder(s) of the Certificates forming part of the above issue of Certificates, hereby exercises the right to bring forward the Exercise Date to the Put Option Date specified below in respect of the Certificates specified below in accordance with and subject to the Conditions of such Certificates.

Series Number and/or ISIN and Number of Certificates

The Series number and/or ISIN of Certificates in respect of which the put option is being exercised is: []

The number of Certificates referred to above is as follows:

Certificates: []

Put Option Date: []

3. **[Certification of Non-U.S. beneficial ownership and in respect of transfer restrictions]**

The undersigned hereby certify/ies that as of the date hereof: (1) none of the Certificates exercised hereby is or will be beneficially owned, directly or indirectly, by a person which is a "U.S. person" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended); and (2) no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise.]³

[Certification]

The undersigned hereby certify/ies that all of the Certificates exercised hereby are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the U.S. Securities Act of 1933, as amended, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.]⁴

4. **Acknowledgment**

4.1 I/We* acknowledge that I/we* may not transfer any Certificates that are the subject of this Put Notice following delivery of this Put Notice in accordance with the Terms and Conditions.

4.2 [I/We* understand that certain portions of this Put Notice are required in connection with certain tax, securities and other laws of the United States.]** If administrative or legal proceedings are commenced or threatened in connection with which this Put Notice is or would be relevant, I/we* irrevocably authorise you to produce this Put Notice to any interested party in such proceedings.

³ Delete if Put Option Cash Settlement is specified as applying in the applicable Final Terms and the Certificates are issued in reliance on Rule 144A.

⁴ Delete if the Certificates are issued in accordance with Regulation S.

* Delete as appropriate.

Name(s) of Holder(s):

*Signed/By: []

Dated:[]

* Delete as appropriate.

PART 2
FORM OF COLLECTION NOTICE FOR CERTIFICATES REPRESENTED BY A EUROCLEAR/CBL
GLOBAL CERTIFICATE

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

(the "**Issuer**")

[Details of relevant Series of Certificates]

(the "**Certificates**")

When completed this Collection Notice should be delivered or sent (if the Certificates to which this Collection Notice relates are Certificates represented by a Euroclear/CBL Global Registered Certificate) by fax or authenticated SWIFT message (to be confirmed in writing) to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Certificates being exercised, with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹ or (if the Certificates to which this Collection Notice relates are represented by Definitive Registered Certificates) should be sent in writing along with the Certificates* to the Issuer with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]².

[To: Euroclear Bank SA/NV Boulevard du Roi Albert II, no 1 B1210 Brussels Belgium	or	Clearstream Banking, S.A.42 avenue JF Kennedy L-1855 Luxembourg] ¹
[To: Merrill Lynch B.V. Amstelplein 1 Rembrandt Tower, 27th Floor 1096 HA Amsterdam The Netherlands] ¹	or	[Merrill Lynch International & Co. C.V. Kaya W.F.G. (Jombi) Mensing 36, Curaçao] ¹
cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc:	[Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ³

¹ Delete as applicable.

*** The Issuer with whom any Definitive Registered Certificates are deposited will not in any circumstances be liable to the depositing Holder or any other person for any loss or damage arising from any act, default or omission of the Issuer in relation to the said Definitive Registered Certificates unless such loss or damage was caused by the fraud or negligence of the Issuer or its directors, officers or employees.**

Failure properly to complete this Collection Notice (in the determination of the Principal Certificate Agent, in consultation with [Euroclear or Clearstream, Luxembourg, as the case may be,]²[the Issuer]³) or to submit a substantially similar form of Collection Notice (in the determination of the Principal Certificate Agent, in consultation with [Euroclear or Clearstream, Luxembourg, as the case may be,]² [the Issuer]³) or to copy it to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]⁴ immediately after being delivered or sent to [Euroclear

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁴ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

or Clearstream, Luxembourg, as the case may be]² [the Issuer]³, will result in this Collection Notice being treated as null and void. This Collection Notice will be null and void unless the beneficial owner certifies (see 5 below) on the date of such exercise that: (1) such owner is not a person which is a "U.S. person" (as defined by Regulation S under the U.S. Securities Act of 1933, as amended); and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the benefit of, a U.S. person in connection with such exercise.

This Collection Notice shall be completed and delivered as provided in the Terms and Conditions of the Certificates as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Collection Notice is subsequently corrected to the satisfaction of [Euroclear or Clearstream, Luxembourg, as the case may be]² [the Issuer]³ in consultation with the Principal Certificate Agent, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to [Euroclear or Clearstream, Luxembourg, as the case may be]² [the Issuer]³ and the Principal Certificate Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

2. **Series Number and Number of Certificates**

The series number of Certificates the subject of this notice is:

The number of Certificates the subject of this notice is as follows:

Certificates: []

3. **Account details:**

[I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Certificates the subject of this notice.]² I/We* hereby undertake to pay any applicable Expenses [and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit my/our* Cash Account specified below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts]]².

[My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:]²

4. **Settlement**

4.1 **Not applicable for FX Linked Certificates**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount) should be credited to my/our* [Cash Account]² [Account]³ specified [in paragraph 3]²[above]³.

[My/Our* account details with *[insert name of bank in principal financial centre of the relevant Settlement Currency (other than where the relevant Settlement Currency is United States Dollars as the bank account specified must not be located in the United States)]*] are as follows:

Account:

No.:

Name:

Name and address of bank at which such Account is held:]³

4.2 **Applicable to FX Linked Certificates Only**

My/Our* [Cash Account details with Euroclear/Clearstream, Luxembourg*]² [Account details]³ to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in paragraph [3]² [above]³.

[My/Our* account details with *[insert name of bank in principal financial centre of the relevant Settlement Currency (other than where the relevant Settlement Currency is United States Dollars as the bank account specified must not be located in the United States)]*] are as follows:

Account:

No.:

Name:

Name and address of bank at which such Account is held:]³

5. **Certification of Non-U.S. beneficial ownership**

The undersigned hereby certify/ies that as of the date hereof: (1) none of the Certificates exercised hereby is or will be beneficially owned, directly or indirectly, by a U.S. person (as defined above); and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the account or benefit of, a U.S. person in connection with such exercise.

I/We* understand that certain portions of this Collection Notice are required in connection with certain tax, securities and other laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Collection Notice is or would be relevant, I/we* irrevocably authorise you to produce this Collection Notice to any interested party in such proceedings.*

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Certificates.

Name(s) of Holder(s):

*Signed/By:

Dated:

[N.B. If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Collection Notice to reflect such option.]

* Delete as appropriate.

PART 3
FORM OF DEFINITIVE REGISTERED CERTIFICATE COLLECTION NOTICE

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

[Details of relevant Series of Certificates]
(the "**Certificates**")

When completed this Collection Notice should be delivered or sent in writing along with the Certificates* to the Issuer with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹.

[To: Merrill Lynch B.V.
Amstelplein 1
Rembrandt Tower, 27th Floor
1096 HA Amsterdam
The Netherlands]

[To: [Merrill Lynch International & Co. C.V.
Kaya W.F.G. (Jombi) Mensing 36,
Curaçao]

[Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom]

Bank of America, N.A. (operating
through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

[BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France]²

1 Delete as applicable.

*** The Issuer with whom any Definitive Registered Certificates are deposited will not in any circumstances be liable to the depositing Holder or any other person for any loss or damage arising from any act, default or omission of the Issuer in relation to the said Definitive Registered Certificates unless such loss or damage was caused by the fraud or negligence of the Issuer or its directors, officers or employees.**

Failure properly to complete this Collection Notice (in the determination of the Principal Certificate Agent, in consultation with the Issuer) or to submit a substantially similar form of Collection Notice (in the determination of the Principal Certificate Agent, in consultation with the Issuer) or to copy it to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]³ immediately after being delivered or sent to the Issuer, will result in this Collection Notice being treated as null and void.

This Collection Notice shall be completed and delivered as provided in the Terms and Conditions of the Certificates as amended and/or supplemented by the applicable Final Terms(s).

If this Collection Notice is subsequently corrected to the satisfaction of the Issuer in consultation with the Principal Certificate Agent, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to the Issuer and the Principal Certificate Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

³ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

Name:

Address:

2. **Series Number and Number of Certificates**

The series number of Certificates the subject of this notice is:

The number of Certificates the subject of this notice is as follows:

Certificates: []

3. **Account details:**

I/We* hereby undertake to pay any applicable Expenses [and I/we* hereby irrevocably instruct to debit my/our* Account specified below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts]]¹.

[Insert name of bank in principal financial centre of the relevant Settlement Currency (other than where the relevant Settlement Currency is United States Dollars as the bank account specified must not be located in the United States)]

Account

Name of Bank:

Address of Bank

Account No.:

Name:]¹

4. **Settlement**

4.1 **Not applicable for FX Linked Certificates**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount) should be credited to my/our* Account specified above.

4.2 **Applicable to FX Linked Certificates Only**

My/Our* Account details to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in above.

If administrative or legal proceedings are commenced or threatened in connection with which this Collection Notice is or would be relevant, I/we* irrevocably authorise you to produce this Collection Notice to any interested party in such proceedings.*

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Certificates.

Name(s) of Holder(s):

*Signed/By:

Dated:

[N.B. If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Collection Notice to reflect such option.]

* Delete as appropriate.

PART 4
FORM OF COLLECTION NOTICE FOR CERTIFICATES REPRESENTED BY A
REGULATION S/RULE 144A GLOBAL CERTIFICATE HELD THROUGH EUROCLEAR AND/OR
CLEARSTREAM, LUXEMBOURG

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

(the "**Issuer**")

[*Details of relevant Series of Certificates*]

(the "**Certificates**")

When completed this Collection Notice should be delivered or sent by fax or authenticated SWIFT message (to be confirmed in writing) to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Certificates being exercised, with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]⁴.

[[To: Euroclear Bank SA/NV Boulevard du Roi Albert II, no 1 B1210 Brussels Belgium	or	Clearstream Banking, S.A.42 avenue JF Kennedy L-1855 Luxembourg] ¹
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[To: Merrill Lynch B.V. Amstelplein 1 Rembrandt Tower, 27th Floor 1096 HA Amsterdam The Netherlands]	[To: [Merrill Lynch International & Co. C.V. Kaya W.F.G. (Jombi) Mensing 36, Curaçao]
--	---

cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc: [Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ⁵
---	---

¹ Delete as applicable.

Failure properly to complete this Collection Notice (in the determination of the Principal Certificate Agent, in consultation with Euroclear or Clearstream, Luxembourg, as the case may be, or to submit a substantially similar form of Collection Notice (in the determination of the Principal Certificate Agent, in consultation with Euroclear or Clearstream, Luxembourg, as the case may be,) or to copy it to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]⁶ immediately after being delivered or sent to [Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Collection Notice being treated as null and void.

This Collection Notice shall be completed and delivered as provided in the Terms and Conditions of the Certificates as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Collection Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Certificate Agent, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and the Principal Certificate Agent.

⁴ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁵ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁶ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

2. **Series Number and Number of Certificates**

The series number of Certificates the subject of this notice is:

The number of Certificates the subject of this notice is as follows:

Certificates: []

3. **Account details:**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Certificates the subject of this notice. I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit my/our* Cash Account specified below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts.

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

4. **Settlement**

- 4.1 **Not applicable for FX Linked Certificates**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount) should be credited to my/our* Cash Account specified in paragraph 3.

4.2 **Applicable to FX Linked Certificates Only**

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in paragraph 3.

5. **Certification**

The undersigned hereby certifies that as of the date hereof, EITHER:

(1) none of the Certificates to which this Notice relates is or will be beneficially owned, directly or indirectly, by a U.S. person (as defined above); and (2) no cash, securities or other property has been or will be delivered within the United States or its possessions or to, or for the account or benefit of, a U.S. person in connection with such exercise; OR

(2) all of the Certificates to which this Notice relates are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Collection Notice are required in connection with certain tax, securities and other laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Collection Notice is or would be relevant, I/we* irrevocably authorise you to produce this Collection Notice to any interested party in such proceedings.*

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Certificates.

Name(s) of Holder(s):

*Signed/By:

Dated:

[N.B.:

- *If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Collection Notice to reflect such option.*
- *The contents of this Collection Notice may be subject to amendment from time to time in order to reflect the requirements of Euroclear and/or Clearstream, Luxembourg.]*

* Delete as appropriate.

PART 5
FORM OF COLLECTION NOTICE FOR CERTIFICATES REPRESENTED BY A RULE 144A
GLOBAL CERTIFICATE HELD THROUGH EUROCLEAR AND/OR CLEARSTREAM,
LUXEMBOURG

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

[Details of relevant Series of Certificates]
(the "**Certificates**")

When completed this Collection Notice should be delivered or sent by fax or authenticated SWIFT message (to be confirmed in writing) to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Certificates being exercised, with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]⁷.

[[To: Euroclear Bank SA/NV Boulevard du Roi Albert II, no 1 B1210 Brussels Belgium	or	Clearstream Banking, S.A.42 avenue JF Kennedy L-1855 Luxembourg] ¹
[To: Merrill Lynch B.V. Amstelplein 1 Rembrandt Tower, 27th Floor 1096 HA Amsterdam The Netherlands]	[To:	[Merrill Lynch International & Co. C.V. Kaya W.F.G. (Jombi) Mensing 36, Curaçao]
cc: Bank of America, N.A. (operating through its London Branch) 2 King Edward Street London EC1A 1HQ United Kingdom	cc:	[Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom] [BofA Securities Europe SA 51 rue La Boétie 75008 Paris France] ⁸

¹ Delete as applicable.

Failure properly to complete this Collection Notice (in the determination of the Principal Certificate Agent, in consultation with Euroclear or Clearstream, Luxembourg, as the case may be, or to submit a substantially similar form of Collection Notice (in the determination of the Principal Certificate Agent, in consultation with Euroclear or Clearstream, Luxembourg, as the case may be,) or to copy it to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]⁹ immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, as the case may be, will result in this Collection Notice being treated as null and void.

This Collection Notice shall be completed and delivered as provided in the Terms and Conditions of the Certificates as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Collection Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, in consultation with the Principal Certificate Agent, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and the Principal Certificate Agent.

⁷ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁸ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

⁹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

Address:

2. **Series Number and Number of Certificates**

The series number of Certificates the subject of this notice is:

The number of Certificates the subject of this notice is as follows:

Certificates: []

3. **Account details:**

I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Certificates the subject of this notice. I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit my/our* Cash Account specified below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts.

My/Our* account details with Euroclear/Clearstream, Luxembourg* are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

4. **Settlement**

- 4.1 **Not applicable for FX Linked Certificates**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount) should be credited to my/our* Cash Account specified in paragraph 3.

4.2 **Applicable to FX Linked Certificates Only**

My/Our* Cash Account details with Euroclear/Clearstream, Luxembourg* to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in paragraph 3.

5. **Certification**

The undersigned hereby certifies that as of the date hereof all of the Certificates to which this Notice relates are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Collection Notice are required in connection with certain tax, securities and other laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Collection Notice is or would be relevant, I/we* irrevocably authorise you to produce this Collection Notice to any interested party in such proceedings.*

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Certificates.

Name(s) of Holder(s):

*Signed/By:

Dated:

[N.B.:

- *If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Collection Notice to reflect such option.*
- *The contents of this Collection Notice may be subject to amendment from time to time in order to reflect the requirements of Euroclear and/or Clearstream, Luxembourg.]*

* Delete as appropriate.

PART 6
FORM OF COLLECTION NOTICE FOR CERTIFICATES REPRESENTED BY A RULE 144A
GLOBAL CERTIFICATE HELD THROUGH DTC

[MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")
[Details of relevant Series of Certificates]
(the "**Certificates**")

When completed this Collection Notice should be delivered or sent through computerised instruction through The Depository Trust Company ("**DTC**") (via its "Deposit and Withdrawal at Custodian" or "DWAC" function or otherwise in accordance with the rules and procedures of DTC) to the U.S. Certificate Agent, with a copy to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹⁰.

[[To: Bank of America, N.A. 1
201 North Tryon Street
NC1-022-06-10
Charlotte
NC 28202
United States

cc: Bank of America, N.A. (operating
through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

cc: [Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom]

[BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France]¹¹

Failure properly to complete this Collection Notice (in the determination of the U.S. Certificate Agent, in consultation with the Principal Certificate Agent and/or DTC or to submit a substantially similar form of Collection Notice (in the determination of the U.S. Certificate Agent, in consultation with Principal Certificate Agent and/or DTC) or to copy it to the Principal Certificate Agent and to [Merrill Lynch International][BofA Securities Europe SA]¹² immediately after being delivered or sent to the U.S. Certificate Agent will result in this Collection Notice being treated as null and void.

This Collection Notice shall be completed and delivered as provided in the Terms and Conditions of the Certificates as completed, amended and/or supplemented by the applicable Final Terms(s).

If this Collection Notice is subsequently corrected to the satisfaction of the U.S. Certificate Agent in consultation with the Principal Certificate Agent and/or DTC, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to U.S. Certificate Agent and the Principal Certificate Agent.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Holders:

Name:

¹⁰ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

¹¹ Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

¹² Insert name of the relevant Calculation Agent, as specified in the applicable Final Terms

Address:

2. **Series Number and Number of Certificates**

The series number of Certificates the subject of this notice is:

The number of Certificates the subject of this notice is as follows:

Certificates: []

3. **Account details:**

I/We* hereby irrevocably instruct DTC to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Certificates the subject of this notice. I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct DTC to debit my/our* Cash Account specified below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts.

My/Our* account details with DTC are as follows:

Securities Account

No.:

Name:

Cash Account

No.:

Name:

4. **Settlement**

4.1 **Not applicable for FX Linked Certificates**

Insert details (as detailed in the applicable Final Terms) as to how Entitlement is to be delivered:

.....
.....
.....

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event occurring or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount) should be credited to my/our* Cash Account specified in paragraph 3.

4.2 **Applicable to FX Linked Certificates Only**

My/Our* Cash Account details with DTC to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in paragraph 3.

5. **Certification**

The undersigned hereby certifies that as of the date hereof all of the Certificates to which this Notice relates are beneficially owned, directly or indirectly, by U.S. persons who are Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, who are also Qualified Purchasers within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended, and the rules thereunder.

I/We* understand that certain portions of this Collection Notice are required in connection with certain tax, securities and other laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Collection Notice is or would be relevant, I/we* irrevocably authorise you to produce this Collection Notice to any interested party in such proceedings.*

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Certificates.

Name(s) of Holder(s):

*Signed/By:

Dated:

[N.B.:

- *If the provisions of Condition 5(C) (Issuer's Option to Vary Settlement) apply then amendment will need to be made to this form of Collection Notice to reflect such option.*
- *The contents of this Collection Notice may be subject to amendment from time to time in order to reflect the requirements of DTC.]*

* Delete as appropriate.

SCHEDULE 9

PROVISIONS FOR MEETINGS OF HOLDERS

PART 1

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. DEFINITIONS

As used in this Part 1 of Schedule 9, the following expressions have the following meanings unless the context otherwise requires:

"block voting instruction" means an English language document issued by a Paying Agent and dated which:

- (a) relates to a specified nominal amount of Notes and a meeting (or adjourned meeting) of the holders of the Series of which those Notes form part;
- (b) states that the Paying Agent has been instructed (either by the holders of the Notes or by a relevant clearing system) to attend the meeting and procure that the votes attributable to the Notes are cast at the meeting in accordance with the instructions given;
- (c) identifies with regard to each resolution to be proposed at the meeting the nominal amount of Notes in respect of which instructions have been given that the votes attributable to them should be cast in favour of the resolution and the nominal amount of Notes in respect of which instructions have been given that the votes attributable to them should be cast against the resolution; and
- (d) states that one or more named persons (each a **"proxy"**) is or are authorised and instructed by the Paying Agent to cast the votes attributable to the Notes identified in accordance with the instructions referred to in (c) above as set out in the block voting instruction;

"relevant clearing system" means, in respect of any Notes represented by a Global Note, any clearing system on behalf of which the Global Note is held or which is (directly or through a nominee) the registered owner of the Global Note, in either case whether alone or jointly with any other clearing system(s);

"form of proxy" means, in relation to any meeting, a document in the English language available from any Paying Agent signed by a Holder of Notes or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Paying Agent not later than 48 hours before the time fixed for such meeting, appointing a named individual or individuals to vote in respect of the Notes held by such Noteholder (each a **"proxy"**);

"24 hours" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of a day on which banks are open for business in all of the places where the Paying Agents have their specified offices; and

"48 hours" means a period of 48 hours including all or part of two days on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of

two days on which banks are open for business in all of the places where the Paying Agents have their specified offices.

References in this Part 1 of Schedule 9 to the Notes are to the relevant Series of Notes in respect of which the meeting is, or is proposed to be, convened, and references to "Noteholder" or "Noteholders" shall be construed accordingly.

For the purposes of calculating a period of calendar days, no account shall be taken of the day on which a period commences or the day on which a period ends.

2. EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE

2.1 The following persons (each an "**Eligible Person**") are entitled to attend and vote at a meeting of the holders of Notes:

- (a) a holder of any Notes in definitive registered form;
- (b) a proxy specified in any block voting instruction; and
- (c) any proxy appointed under a form of proxy.

A Noteholder may require the issue by any Paying Agent of a form of proxy and block voting instructions in accordance with the terms of clauses 2.2, 2.3 and 2.4 below.

For the purposes of clauses 2.2 and 2.3 below, the Principal Paying Agent shall be entitled to rely, without further enquiry, on any information or instructions received from a relevant clearing system and shall have no liability to any Noteholder or other person for any loss, damage, cost, claim or other liability caused by its reliance on those instructions, nor for any failure by a relevant clearing system to deliver information or instructions to the Principal Paying Agent.

The proxies named in any block voting instruction or form of proxy shall for all purposes in connection with the meeting or adjourned meeting be deemed to be the holder of the Notes to which the block voting instruction or form of proxy relates and the Paying Agent with which the Notes have been deposited or the person holding the Notes to the order or under the control of any Paying Agent shall be deemed for those purposes not to be the holder of those Notes.

2.2 Definitive Registered Notes – block voting instruction

A holder of a Definitive Registered Note may require a Paying Agent to issue a block voting instruction in respect of that Note by depositing the Note with the Paying Agent (to the satisfaction of the Paying Agent) or by:

- (a) procuring that, not less than 48 hours before the time fixed for the meeting, the Note is held to the order of the Paying Agent or under its control or is blocked in an account with a relevant clearing system, in each case on terms that the Note will not cease to be so deposited or held or blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in the block voting instruction or, if later, of any adjourned meeting; and
 - (ii) the surrender to the Paying Agent not less than 48 hours before the time for which the meeting or any adjourned meeting is convened, of the receipt issued by the Paying Agent in respect of each deposited Note which is to be released or (as the case may require) the Note ceasing with the agreement of the Paying Agent to be held to its order or under its control or to be blocked and the giving of notice by the Paying Agent to MLBV in accordance with clause 2.3(c) of the necessary amendment to the block voting instruction; and

- (b) instructing the Paying Agent that the vote(s) attributable to each Note so deposited or held or blocked should be cast in a particular way in relation to the resolution or resolutions to be put to the meeting or any adjourned meeting and that the instruction is, during the period commencing 48 hours before the time for which the meeting or any adjourned meeting is convened and ending at the conclusion or adjournment of the meeting, neither revocable nor capable of amendment.

2.3 **Global Notes – block voting instruction**

- (a) A holder of a Note (not being a Note in respect of which a form of proxy has been issued) represented by a Global Note may require the Principal Paying Agent to issue a block voting instruction in respect of the Note by first instructing the relevant clearing system to procure that the votes attributable to the holder's Note should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the relevant clearing system then in effect. Subject to receipt by the Principal Paying Agent, no later than 24 hours before the time for which the meeting is convened, of (i) instructions from the relevant clearing system, (ii) notification of the nominal amount of the Notes in respect of which instructions have been given and (iii) the manner in which the votes attributable to the Notes should be cast, the Principal Paying Agent shall, without any obligation to make further enquiry, attend the meeting and cast votes in accordance with those instructions.
- (b) Each block voting instruction shall be deposited by the relevant Paying Agent at the place specified by the Principal Paying Agent for such purpose not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction propose to vote, and in default the block voting instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall (if so requested by MLBV) be deposited with MLBV before the start of the meeting or adjourned meeting but MLBV shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the block voting instruction.
- (c) Any vote given in accordance with the terms of a block voting instruction shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or of any of the instructions of the relevant Noteholder or the relevant clearing system (as the case may be) pursuant to which it was executed provided that no indication in writing of any revocation or amendment has been received from the relevant Paying Agent by MLBV at its registered office by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction is to be used.

2.4 **Notes – form of proxy**

- (a) A holder of a Note (not being a Note in respect of which a block voting instruction has been issued) may obtain an uncompleted and unexecuted form of proxy from the Paying Agent at any time.
- (b) In the case of Global Notes those persons shown in the records of the relevant clearing system as the holders of a particular amount of Notes ("**Accountholders**" and each an "**Accountholder**") wishing to obtain a form of proxy from any Paying Agent should:
 - (i) arrange (to the satisfaction of any Paying Agent) for the Notes to be blocked in an account with the clearing system, in accordance with the usual practices thereof; and

- (ii) instruct the Paying Agent to issue a form of proxy to the Accountholder with respect to such blocked Notes.
- (c) A form of proxy shall be deposited at the specified office of any Paying Agent, or some other place approved by the Paying Agent, at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the form of proxy propose to vote, and in default the form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each form of proxy shall (if so requested by MLB) be deposited with MLB before the start of the meeting or adjourned meeting but MLB shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the form of proxy.
- (d) Any vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous revocation or amendment of the form of proxy or of any of the instructions of the relevant Noteholder or the relevant clearing system (as the case may be) pursuant to which it was executed provided that no indication in writing of any revocation or amendment has been received from any Paying Agent by MLB at its registered office by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the form of proxy is to be used.

3. **CONVENING OF MEETINGS, QUORUM, ADJOURNED MEETINGS**

- 3.1 MLB or the Guarantor may at any time and, if required in writing by Noteholders holding not less than 33 per cent. in nominal amount of the Notes for the time being outstanding, shall convene a meeting of the Noteholders and if MLB fails for a period of 21 calendar days to convene the meeting the meeting may be convened by the relevant Noteholders. Whenever MLB or the Guarantor is about to convene any meeting it shall immediately give notice in writing to the Principal Paying Agent and the Dealers of the date, time and place of the meeting and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place in the cities of New York, London, Luxembourg or Amsterdam approved by MLB.
- 3.2 At least 21 and not more than 180 calendar days' notice specifying the place, date and hour of the meeting shall be given to the Noteholders in the manner provided in Condition 14 (*Notices*). The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) inform Noteholders that the terms of the Extraordinary Resolution are available free of charge from the Principal Paying Agent provided that, in the case of (ii), such resolution is so available in its final form with effect on and from the date on which the notice convening such meeting is given as aforesaid. The notice shall include statements as to the manner in which Noteholders may arrange for block voting instructions or forms of proxy to be issued and, if applicable, appoint proxies or representatives or (ii) inform Noteholders that details of the voting arrangements are available free of charge from the Principal Paying Agent, provided that, in the case of (ii) the final form of such details are so available with effect on and from the date on which the notice convening such meeting is given as aforesaid. A copy of the notice shall be sent by post to MLB (unless the meeting is convened by MLB) and to the Guarantor (unless the meeting is convened by the Guarantor).
- 3.3 The person (who may but need not be a Noteholder) nominated in writing by MLB shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the Noteholders present shall choose one of their number to be Chairman failing

which MLBV may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.

3.4 At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than five per cent. in nominal amount of the Notes for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Notes for the time being outstanding provided that at any meeting the business of which includes any of the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):

- (a) modification of the Maturity Date of the Notes or reduction or cancellation of the nominal amount payable or assets deliverable at maturity; or
- (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Notes or variation of the method of calculating the rate of interest in respect of the Notes; or
- (c) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms; or
- (d) modification of the currency in which payments under the Notes are to be made; or
- (e) modification of the majority required to pass an Extraordinary Resolution; or
- (f) the sanctioning of any scheme or proposal described in clause 4.9(f); or
- (g) alteration of this proviso or the proviso to clause 3.5 below; or
- (h) in respect of Exchangeable Notes:
 - (i) modifying the provisions relating to, or cancelling, the Exchange Rights (including the periods and/or circumstances in which the Exchange Rights may be exercised), or the rights of Noteholders to receive the Cash Amount upon exercise of Exchange Rights pursuant to the Conditions (other than a reduction to the Exchange Price); or
 - (ii) increasing the Exercise Price (other than in accordance with the Conditions),

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in nominal amount of the Notes for the time being outstanding.

3.5 If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened by Noteholders be dissolved. In any other case it shall be adjourned to the same day in the next week (or if that day is a public holiday the next following business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall be adjourned for a period being not less than 14 calendar days nor more than 42 calendar days and at a place appointed by the Chairman and approved by MLBV and the Principal Paying Agent). If within 15 minutes (or a longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business,

then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either dissolve the meeting or adjourn it for a period, being not less than 14 calendar days (but without any maximum number of calendar days) and to a place as may be appointed by the Chairman (either at or after the adjourned meeting) and approved by MLBV and the Principal Paying Agent, and the provisions of this sentence shall apply to all further adjourned meetings.

3.6 At any adjourned meeting one or more Eligible Persons present (whatever the nominal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to clause 3.4 the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in nominal amount of the Notes for the time being outstanding.

3.7 Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if ten were substituted for 21 in clause 3.2 and the notice shall state the relevant quorum. Subject to this it shall not be necessary to give any notice of an adjourned meeting.

4. **CONDUCT OF BUSINESS AT MEETINGS**

4.1 Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman, shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.

4.2 At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, MLBV, the Guarantor or by any Eligible Person present (whatever the nominal amount of the Notes held by him), a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

4.3 Subject to clause 4.5, if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

4.4 The Chairman may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.

4.5 Any poll demanded at any meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

4.6 Any director or officer of MLBV or the Guarantor and their respective lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of "outstanding" in clause 1 of this Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requiring the convening of a meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Notes held by, for the benefit of, or on behalf of MLBV, the Guarantor or any Subsidiary of MLBV or the

Guarantor. Nothing contained in this paragraph shall prevent any of the proxies named in any block voting instruction from being a director, officer or representative of or otherwise connected with MLBV or the Guarantor.

4.7 Subject as provided in clause 4.6, at any meeting:

- (a) on a show of hands every Eligible Person present shall have one vote; and
- (b) on a poll every Eligible Person present shall have one vote in respect of:
 - (i) in the case of a meeting of the holders of Notes all of which are denominated in a single currency, each minimum integral amount of that currency; and
 - (ii) in the case of a meeting of the holders of Notes denominated in more than one currency, each EUR 1.00 or, in the case of a Note denominated in a currency other than EUR, the equivalent of EUR 1.00 in that currency (calculated as specified in clause 4.14),

or such other amount as the Principal Paying Agent shall in its absolute discretion specify in nominal amount of Notes in respect of which he is an Eligible Person.

Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

4.8 The proxies named in any block voting instruction or form of proxy need not be Noteholders.

4.9 A meeting of the Noteholders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in clauses 3.4 and 3.6), namely:

- (a) power to approve any compromise or arrangement proposed to be made between MLBV and the Guarantor and the Noteholders or any of them;
- (b) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against MLBV and the Guarantor or against any of their property whether these rights arise under this Agreement, the Notes or otherwise;
- (c) power to agree to any modification of the provisions contained in this Agreement or the Conditions, the Notes, the MLBV/MLICo. Guarantee or the MLBV Notes Deed of Covenant which is proposed by MLBV or the Guarantor;
- (d) power to give any authority or approval which under the provisions of this Part 1 of Schedule 9 or the Notes is required to be given by Extraordinary Resolution;
- (e) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon any committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;
- (f) power to approve any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of MLBV or the Guarantor or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and

- (g) power to approve the substitution of any entity in place of (i) MLBV (or any previous substitute) as the principal debtor in respect of the Notes or (ii) the Guarantor (or any previous substitute) as guarantor under the MLBV/MLCo. Guarantee.
- 4.10 Any resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of this Part 1 of Schedule 9 shall be binding upon all the Noteholders whether present or not present at the meeting and whether or not voting and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 14 (*Notices*) by MLBV within 14 calendar days of the result being known provided that non-publication shall not invalidate the resolution.
- 4.11 The expression "**Extraordinary Resolution**" when used in this Part 1 of Schedule 9 means (a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of this Part 1 of Schedule 9 by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll or (b) a resolution in writing signed or electronically approved using the systems and procedures in place from time to time of a relevant clearing system by or on behalf of all the Noteholders, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Noteholders or may be in the form of a SWIFT message or other electronic instructions as permitted by the rules and procedures of the relevant clearing system.
- 4.12 Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by MLBV and any minutes signed by the Chairman of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.
- 4.13 Subject to all other provisions contained in this Part 1 of Schedule 9 the Principal Paying Agent may without the consent of MLBV, the Guarantor or the Noteholders prescribe any other regulations regarding the calling and/or the holding of meetings of Noteholders and attendance and voting at them as the Principal Paying Agent may in its sole discretion think fit (including, without limitation, (i) the substitution for periods of 24 hours and 48 hours referred to in this Part 1 of Schedule 9 of shorter periods and (ii) procedures for Noteholders to vote on any resolution via the relevant clearing systems). Any regulations prescribed by the Principal Paying Agent may but need not reflect the practices and facilities of any relevant clearing system. Notice of any other regulations and any applicable voting procedures may be given to Noteholders in accordance with Condition 14 (*Notices*) and/or at the time of service of any notice convening a meeting.
- 4.14 (a) If and whenever MLBV has issued and has outstanding Notes of more than one Series, the previous provisions of this Part 1 of Schedule 9 shall have effect subject to the following changes:
- (i) a resolution which affects the Notes of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Notes of that Series;
 - (ii) a resolution which affects the Notes of more than one Series but does not give rise to a conflict of interest between the holders of Notes of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Notes of all the Series so affected;

- (iii) a resolution which affects the Notes of more than one Series and gives or may give rise to a conflict of interest between the holders of the Notes of one Series or group of Series so affected and the holders of the Notes of another Series or group of Series so affected shall be deemed to have been duly passed only if it is duly passed at separate meetings of the holders of the Notes of each Series or group of Series so affected; and
 - (iv) to all such meetings all the preceding provisions of this Part 1 of Schedule 9 shall *mutatis mutandis* apply as though references therein to Notes, Noteholders and holders were references to the Notes of the Series or group of Series in question or to the holders of such Notes, as the case may be.
- (b) If MLBV has issued and has outstanding Notes which are not denominated in EUR, or in the case of any meeting of holders of Notes of more than one currency, the nominal amount of such Notes shall:
 - (i) for the purposes of clause 3.1 above, be the equivalent in EUR at the spot rate of a bank nominated by the Principal Paying Agent for the conversion of the relevant currency or currencies into EUR on the seventh dealing day before the day on which the written requirement to call the meeting is received by MLBV; and
 - (ii) for the purposes of clauses 3.4, 3.6 and 4.7 above (whether in respect of the meeting or any adjourned meeting or any poll), be the equivalent at that spot rate on the seventh dealing day before the day of the meeting,

and, in all cases, the equivalent in EUR of Index Linked Notes, Share Linked Notes, GDR/ADR Linked Notes, FX Linked Notes, Commodity Linked Notes, Fund Linked Notes, Inflation Linked Notes, Credit Linked Notes, Zero Coupon Notes, Preference Share Linked Notes or any other Notes issued at a discount or a premium shall be calculated by reference to the original nominal amount of those Notes.

In the circumstances set out above, on any poll each person present shall have one vote for each EUR 1.00 in nominal amount of the Notes (converted as above) which he holds or represents.

PART 2
PROVISIONS FOR MEETINGS OF HOLDERS OF W&C INSTRUMENTS

1. DEFINITIONS

As used in this Part 2 of Schedule 9, the following expressions have the following meanings unless the context otherwise requires:

"block voting instruction" means an English language document issued by the Principal Instrument Agent and dated which:

- (a) relates to a specified number of W&C Instruments and a meeting (or adjourned meeting) of the holders of the Series of which those W&C Instruments form part;
- (b) states that the Principal Instrument Agent has been instructed (either by the holders of the W&C Instruments or by the relevant clearing system) to attend the meeting and procure that the votes attributable to the W&C Instruments are cast at the meeting in accordance with the instructions given;
- (c) identifies with regard to each resolution to be proposed at the meeting the number of W&C Instruments in respect of which instructions have been given that the votes attributable to them should be cast in favour of the resolution and the number of W&C Instruments in respect of which instructions have been given that the votes attributable to them should be cast against the resolution; and
- (d) states that one or more named persons (each a **"proxy"**) is or are authorised and instructed by the Principal Instrument Agent to cast the votes attributable to the W&C Instruments identified in accordance with the instructions referred to in (c) above as set out in the block voting instruction,

"relevant clearing system" means, in respect of any W&C Instrument represented by a Global W&C Instrument, any clearing system on behalf of which the Global W&C Instrument is held, in either case whether alone or jointly with any other clearing system(s);

"form of proxy" means, in relation to any meeting, a document in the English language available from the Principal Instrument Agent signed by a Holder of Registered W&C Instruments or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Principal Instrument Agent not later than 48 hours before the time fixed for such meeting, appointing a named individual or individuals to vote in respect of the Registered W&C Instruments held by such Holder (each a **"proxy"**);

"24 hours" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where the meeting is to be held and in each of the places where the relevant Instrument Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of a day on which banks are open for business in all of the places where the relevant Instrument Agents have their specified offices; and

"48 hours" means a period of 48 hours including all or part of two days on which banks are open for business both in the place where the meeting is to be held and in each of the places where the relevant Instrument Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of two days on which banks are open for business in all of the places where the relevant Instrument Agents have their specified offices.

References in this Part 2 of Schedule 9 to the W&C Instruments are to the relevant Series of W&C Instruments in respect of which the meeting is, or is proposed to be, convened, and references to a "Holder" or "Holders" of W&C Instruments shall be construed accordingly.

For the purposes of calculating a period of calendar days, no account shall be taken of the day on which a period commences or the day on which a period ends.

2. EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE

2.1 The following persons (each an "**Eligible Person**") are entitled to attend and vote at a meeting of the Holders of W&C Instruments:

- (a) a Holder of any W&C Instruments in definitive form;
- (b) a proxy specified in any block voting instruction; and
- (c) any proxy appointed under a form of proxy.

A Holder may require the issue by any Instrument Agent of a form of proxy and block voting instructions in accordance with the terms of clauses 2.2, 2.3 and 2.4 below.

For the purposes of clauses 2.2 and 2.3 below, the Principal Instrument Agent shall be entitled to rely, without further enquiry, on any information or instructions received from a relevant clearing system and shall have no liability to any Holder or other person for any loss, damage, cost, claim or other liability caused by its reliance on those instructions, nor for any failure by a relevant clearing system to deliver information or instructions to the Principal Instrument Agent.

The proxies named in any block voting instruction or form of proxy shall for all purposes in connection with the meeting or adjourned meeting be deemed to be the Holder of the W&C Instruments to which the block voting instruction or form of proxy relates and the Instrument Agent with which the W&C Instruments have been deposited or the person holding the W&C Instruments to the order or under the control of any Instrument Agent shall be deemed for those purposes not to be the Holder of those W&C Instruments.

2.2 Definitive Registered W&C Instruments – block voting instruction

A Holder of a W&C Instrument in definitive registered form may require an Instrument Agent to issue a block voting instruction in respect of that W&C Instrument by depositing the W&C Instrument with the relevant Instrument Agent (to the satisfaction of such Instrument Agent) or by:

- (a) procuring that, not less than 48 hours before the time fixed for the meeting, the W&C Instrument is held to the order of the Instrument Agent or under its control or is blocked in an account with a relevant clearing system, in each case on terms that the W&C Instrument will not cease to be so deposited or held or blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in the block voting instruction or, if later, of any adjourned meeting; and
 - (ii) the surrender to the Instrument Agent not less than 48 hours before the time for which the meeting or any adjourned meeting is convened, of the receipt issued by such Instrument Agent in respect of each deposited W&C Instrument which is to be released or (as the case may require) the W&C Instrument ceasing with the agreement of such Instrument Agent to be held to its order or under its control or to be blocked and the giving of notice by such Instrument Agent to the relevant Issuer in accordance with clause 2.3(c) of the necessary amendment to the block voting instruction; and

- (b) instructing the Instrument Agent that the vote(s) attributable to each W&C Instrument so deposited or held or blocked should be cast in a particular way in relation to the resolution or resolutions to be put to the meeting or any adjourned meeting and that the instruction is, during the period commencing 48 hours before the time for which the meeting or any adjourned meeting is convened and ending at the conclusion or adjournment of the meeting, neither revocable nor capable of amendment.

2.3 **Global W&C Instruments – block voting instruction**

- (a) A Holder of a W&C Instrument (not being a W&C Instrument in respect of which a form of proxy has been issued) represented by a Global W&C Instrument may require the Principal Instrument Agent to issue a block voting instruction in respect of the W&C Instrument by first instructing the relevant clearing system to procure that the votes attributable to the Holder's W&C Instrument should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the relevant clearing system then in effect. Subject to receipt by the Principal Instrument Agent, no later than 24 hours before the time for which the meeting is convened, of (i) instructions from the relevant clearing system, (ii) notification of the number of W&C Instruments in respect of which instructions have been given and (iii) the manner in which the votes attributable to the W&C Instruments should be cast, the Principal Instrument Agent shall, without any obligation to make further enquiry, attend the meeting and cast votes in accordance with those instructions.
- (b) Each block voting instruction shall be deposited by the relevant Instrument Agent at the place specified by the Principal Instrument Agent for such purpose not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction propose to vote, and in default the block voting instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall (if so requested by the relevant Issuer) be deposited with the relevant Issuer before the start of the meeting or adjourned meeting but the relevant Issuer shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the block voting instruction.
- (c) Any vote given in accordance with the terms of a block voting instruction shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or of any of the instructions of the relevant Holder or the relevant clearing system (as the case may be) pursuant to which it was executed provided that no indication in writing of any revocation or amendment has been received from the Instrument Agent by the relevant Issuer at its registered office by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction is to be used.

2.4 **Form of proxy**

- (a) A holder of a Registered W&C Instrument (not being a W&C Instrument in respect of which a block voting instruction has been issued) may obtain an uncompleted and unexecuted form of proxy from any Instrument Agent at any time.
- (b) In the case of Global Registered W&C Instruments those persons shown in the records of the relevant clearing system as the holders of a particular amount of W&C Instruments ("**Accountholders**" and each an "**Accountholder**") wishing to obtain a form of proxy from the Instrument Agent should:

- (i) arrange (to the satisfaction of the Instrument Agent) for the W&C Instruments to be blocked in an account with the clearing system, in accordance with the usual practices thereof; and
 - (ii) instruct the Instrument Agent to issue a form of proxy to the Accountholder with respect to such blocked W&C Instruments.
- (c) A form of proxy shall be deposited at the specified office of any Instrument Agent, or some other place approved by the Instrument Agent, at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the form of proxy propose to vote, and in default the form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each form of proxy shall (if so requested by the relevant Issuer) be deposited with the relevant Issuer before the start of the meeting or adjourned meeting but the relevant Issuer shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the form of proxy.
- (d) Any vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous revocation or amendment of the form of proxy or of any of the instructions of the relevant Holder or the relevant clearing system (as the case may be) pursuant to which it was executed provided that no indication in writing of any revocation or amendment has been received from the Instrument Agent by the relevant Issuer at its registered office by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the form of proxy is to be used.

3. **CONVENING OF MEETINGS, QUORUM, ADJOURNED MEETINGS**

- 3.1 The relevant Issuer or the Guarantor may at any time and, if required in writing by Holders holding not less than 33 per cent. of the W&C Instruments for the time being outstanding, shall convene a meeting of the Holders and if the relevant Issuer fails for a period of twenty one calendar days to convene the meeting the meeting may be convened by the relevant Holders. Whenever the relevant Issuer or the Guarantor is about to convene any meeting it shall immediately give notice in writing to the Principal Instrument Agent and the Dealers of the date, time and place of the meeting and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place approved by the relevant Issuer.
- 3.2 At least 21 and not more than 180 calendar days' notice specifying the place, date and hour of the meeting shall be given to the Holders in the manner provided in Condition 12 (*Notices*). The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) inform Holders that the terms of the Extraordinary Resolution are available free of charge from the Principal Instrument Agent provided that, in the case of (ii), such resolution is so available in its final form with effect on and from the date on which the notice convening such meeting is given as aforesaid. The notice shall include statements as to the manner in which Holders may arrange for block voting instructions or forms of proxy to be issued and, if applicable, appoint proxies or representatives or (ii) inform Holders that details of the voting arrangements are available free of charge from the Principal Instrument Agent provided that, in the case of (ii) the final form of such details are so available with effect on and from the date on which the notice convening such meeting is given as aforesaid. A copy of the notice shall be sent by post to the relevant Issuer (unless the meeting is convened by such Issuer) and to the Guarantor (unless the meeting is convened by the Guarantor).

- 3.3 The person (who may but need not be a Holder) nominated in writing by the relevant Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the Holders present shall choose one of their number to be Chairman failing which the relevant Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
- 3.4 At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than five per cent. by number of the W&C Instruments for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. by number of the W&C Instruments for the time being outstanding provided that at any meeting the business of which includes any of the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):
- (a) modification of the Exercise Date of the W&C Instruments or reduction or cancellation of the amount payable or assets deliverable on exercise; or
 - (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any additional amount in respect of the W&C Instruments or variation of the method of calculating the additional amounts payable in respect of the W&C Instruments; or
 - (c) modification of the currency in which payments under the W&C Instruments are to be made; or
 - (d) modification of the majority required to pass an Extraordinary Resolution; or
 - (e) the sanctioning of any scheme or proposal described in clause 4.9(f); or
 - (f) alteration of this proviso or the proviso to clause 3.5 below,
- the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds by number of the W&C Instruments for the time being outstanding.
- 3.5 If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened by Holders be dissolved. In any other case it shall be adjourned to the same day in the next week (or if that day is a public holiday the next following business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall be adjourned for a period being not less than 14 calendar days nor more than 42 calendar days and at a place appointed by the Chairman and approved by the relevant Issuer and the Principal Instrument Agent. If within 15 minutes (or a longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either dissolve the meeting or adjourn it for a period, being not less than 14 calendar days (but without any maximum number of calendar days) and to a place as may be appointed by the Chairman (either at or after the adjourned

meeting) and approved by the relevant Issuer and the Principal Instrument Agent, and the provisions of this sentence shall apply to all further adjourned meetings.

- 3.6 At any adjourned meeting one or more Eligible Persons present (whatever the number of the W&C Instruments so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to clause 3.4 the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third by number of the W&C Instruments for the time being outstanding.
- 3.7 Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if ten were substituted for 21 in clause 3.2 and the notice shall state the relevant quorum. Subject to this it shall not be necessary to give any notice of an adjourned meeting.

4. CONDUCT OF BUSINESS AT MEETINGS

- 4.1 Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.
- 4.2 At any meeting, unless a poll is (before or on the declaration of, if applicable, the result of the show of hands) demanded by the Chairman or the relevant Issuer, if applicable, the Guarantor or by any Eligible Person present (whatever the number of W&C Instruments held by him), a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 4.3 Subject to clause 4.5, if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
- 4.4 The Chairman may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
- 4.5 Any poll demanded at any meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
- 4.6 Any director or officer of the relevant Issuer or, if applicable, the Guarantor and their respective lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of outstanding in clause 1 of this Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of W&C Instruments held by, for the benefit of, or on behalf of the relevant Issuer, if applicable, the Guarantor or any Subsidiary of the relevant Issuer or, if applicable, the Guarantor. Nothing contained in this paragraph shall prevent any of the proxies named in

any block voting instruction from being a director, officer or representative of or otherwise connected with the relevant Issuer or, if applicable, the Guarantor.

4.7 Subject as provided in clause 4.6, at any meeting:

- (a) on a show of hands every Eligible Person present shall have one vote; and
- (b) on a poll every Eligible Person present shall have one vote in respect of,
each W&C Instrument held by such Eligible Person.

Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

4.8 The proxies named in any block voting instruction or form of proxy need not be Holders.

4.9 A meeting of the Holders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in clauses 3.4 and 3.6), namely:

- (a) power to approve any compromise or arrangement proposed to be made between the relevant Issuer and, if applicable, the Guarantor and the Holders or any of them;
- (b) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the relevant Issuer and, if applicable, the Guarantor or against any of their property whether these rights arise under this Agreement, the W&C Instruments or otherwise;
- (c) power to agree to any modification of the provisions contained in this Agreement or the Conditions, the W&C Instruments, if applicable, the MLBV/MLICo. Guarantee or the W&C Instruments Deed of Covenant which is proposed by the relevant Issuer or, if applicable, the Guarantor;
- (d) power to give any authority or approval which under the provisions of this Part 2 of Schedule 9 or the W&C Instruments is required to be given by Extraordinary Resolution;
- (e) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;
- (f) power to approve any scheme or proposal for the exchange or sale of the W&C Instruments for, or the conversion of the W&C Instruments into, or the cancellation of the W&C Instruments in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the relevant Issuer or the Guarantor or any other company formed or, if applicable, to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
- (g) power to approve the substitution of any entity in place of (i) the relevant Issuer (or any previous substitute) as the principal obligor in respect of the W&C Instruments or (ii), if applicable, the Guarantor (or any previous substitute) as guarantor under the MLBV/MLICo. Guarantee.

4.10 Any resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Part 2 of Schedule 9 shall be binding upon all the Holders whether

present or not present at the meeting and whether or not voting and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Holders shall be published in accordance with Condition 12 (*Notices*) by the relevant Issuer within 14 calendar days of the result being known provided that non-publication shall not invalidate the resolution.

- 4.11 The expression "**Extraordinary Resolution**" when used in this Part 2 of Schedule 9 means (a) a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Part 2 of Schedule 9 by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll or (b) a resolution in writing signed or electronically approved using the systems and procedures in place from time to time of a relevant clearing system by or on behalf of all the Holders, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Holders or may be in the form of a SWIFT message or other electronic instructions as permitted by the rules and procedures of the relevant clearing system.
- 4.12 Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the relevant Issuer and any minutes signed by the Chairman of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.
- 4.13 Subject to all other provisions contained in this Part 2 of Schedule 9 the Principal Instrument Agent may without the consent of the relevant Issuer, the Guarantor, or the Holders prescribe any other regulations regarding the calling and/or the holding of meetings of Holders and attendance and voting at them as the Principal Instrument Agent may in its sole discretion think fit (including, without limitation, (i) the substitution for periods of 24 hours and 48 hours referred to in this Part 2 of Schedule 9 of shorter periods and (ii) procedures for Holders to vote on any resolution via the relevant clearing systems). Any regulations prescribed by the Principal Instrument Agent may but need not reflect the practices and facilities of any relevant clearing system. Notice of any other regulations and any applicable voting procedures may be given to Holders in accordance with Condition 12 (*Notices*) and/or at the time of service of any notice convening a meeting.
- 4.14 If and whenever the relevant Issuer has issued and has outstanding W&C Instruments of more than one Series, the previous provisions of this Part 2 of Schedule 9 shall have effect subject to the following changes:
- (a) a resolution which affects the W&C Instruments of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the W&C Instruments of that Series;
 - (b) a resolution which affects the W&C Instruments of more than one Series but does not give rise to a conflict of interest between the Holders of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the Holders of all the Series so affected;
 - (c) a resolution which affects the W&C Instruments of more than one Series and gives or may give rise to a conflict of interest between the Holders of one Series or group of Series so affected and the Holders of another Series or group of Series so affected shall be deemed to have been duly passed only if it is duly passed at separate meetings of the Holders of each Series or group of Series so affected; and

- (d) to all such meetings all the preceding provisions of this Part 2 of Schedule 9 shall *mutatis mutandis* apply as though references therein to W&C Instruments and Holders were references to the W&C Instruments of the Series or group of Series in question or to the holders of such W&C Instruments, as the case may be.

SCHEDULE 10

FORMS OF GLOBAL NOTES AND DEFINITIVE REGISTERED NOTES

PART 1

FORM OF EUROCLEAR/CBL GLOBAL REGISTERED NOTE

THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF NOTES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON REDEMPTION OF THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS NOTE, AND ANY INTERESTS HEREIN, MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT). MERRILL LYNCH B.V., THE ISSUER OF THE NOTES, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR REDEMPTION MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY

INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE NOTES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF MERRILL LYNCH B.V. WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE NOTES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER MERRILL LYNCH B.V. NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE NOTES AND (B) MERRILL LYNCH B.V. HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE NOTES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

MERRILL LYNCH B.V.

EUROCLEAR/CBL GLOBAL REGISTERED NOTE

Unconditionally and irrevocably guaranteed (other than Secured Notes) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Specified Denomination(s):	[]
Specified Currency(ies):	[]
Aggregate Nominal Amount:	[]
Issue Date:	[]
Maturity Date:	[]

Name and Address of Registered Holder (Select by ticking the appropriate box below)

Bank of America GSS Nominees Ltd
(Company number 05806376)
Bank of America Merrill Lynch
2 King Edward Street
London EC1A 1HQ
United Kingdom]

☐

Euroclear Nominees Limited
(Company number 02369969)
33 Cannon Street
London EC4M 5SB
United Kingdom

☐

This Euroclear/CBL Global Registered Note is issued in respect of the notes (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") described in the final terms (the "**Final Terms**"), a copy of which is annexed hereto. The Notes are described and have the provisions specified in Part A of the attached Final Terms. References in this Euroclear/CBL Global Registered Note to the Conditions shall be to the Terms and Conditions of the Notes as set out in Part 1 of Schedule 2 to the English Law Agency Agreement (as defined below) as supplemented and modified (if applicable) by the Annexes to the Terms and Conditions as set out in Schedule 4 to the English Law Agency Agreement or if the attached Final Terms otherwise provides for a different definition of "Conditions", such "Conditions" as so defined therein (the "**Conditions**") and the information set out in the Final Terms, but in the event of any conflict between the provisions of (a) those schedules or (b) this Euroclear/CBL Global Registered Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Registered Note.

This Euroclear/CBL Global Registered Note is issued subject to, and with the benefit of, the Conditions and an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 and made between, *inter alios*, the Issuer, Bank of America Corporation ("**BAC**"), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**"), Bank of America Europe DAC (the "**Registrar**") and the other agents named in it. The payment and non-cash delivery obligations of the Issuer under the Notes (other than Secured Instruments) are guaranteed by BAC pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**").

The Issuer, for value received, promises to pay or deliver to the Registered Holder of this Euroclear/CBL Global Registered Note on the Maturity Date (or on such earlier date specified in the Conditions) the amount payable or Entitlement deliverable upon redemption as specified in the Conditions in respect of this Euroclear/CBL Global Registered Note and (unless the Notes do not bear interest) to pay interest in respect of such Notes from the Interest Commencement Date at the rates, in the amounts and on the dates for payment as specified in the Conditions, together with such other sums and additional amounts (if any) as may be payable and deliverable under the Conditions, all subject to and in accordance with the Conditions.

This Euroclear/CBL Global Registered Note will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Individual Note Certificates**") in substantially the form (subject to completion) set out in Part 2 of Schedule 10 of the English Law Agency Agreement if (a) an Event of Default occurs and is continuing; (b) the Issuer is notified that Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., ("**Clearstream, Luxembourg**") or any other relevant clearing system has been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system approved by the Holders of the Notes is available; or (c) the Issuer, after notice to the Principal Paying Agent, determines to issue the Notes in definitive form. Such exchange shall be effected in accordance with the below. The Issuer shall notify the Holder of the occurrence of the events specified above as soon as practicable thereafter.

If:

- (a) Individual Note Certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) any of the Notes evidenced by this Euroclear/CBL Global Registered Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling

due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Global Registered Note,

then this Euroclear/CBL Global Registered Note (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a)) or at 5.00 p.m. (London time) on such due date (in the case of (b)) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under a Deed of Covenant executed by the Issuer on 13 May 2022 (the "**Deed of Covenant**") in respect of the Notes.

Whenever this Euroclear/CBL Global Registered Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Euroclear/CBL Global Registered Note within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Principal Paying Agent of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Euroclear/CBL Global Registered Note at the specified office of the Principal Paying Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Paying Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Paying Agent has its specified office.

Save as otherwise provided herein, the Holder of this Euroclear/CBL Global Registered Note shall have the benefit of, and be subject to, the Conditions.

Notwithstanding Condition 14 (*Notices*), so long as this Euroclear/CBL Global Registered Note is held on behalf of Euroclear, Clearstream, Luxembourg or an alternative Clearing System, notices to Holders of Notes represented by this Euroclear/CBL Global Registered Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such alternative Clearing System; *provided, however, that*, so long as the Notes are listed on the Luxembourg Stock Exchange's Euro MTF market and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Euroclear/CBL Global Registered Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global Registered Note.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Registered Note, but this does not affect the right or remedy of any person which exists or is available apart from that Act.

This Euroclear/CBL Global Registered Note (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Euroclear/CBL Global Registered Note or its formation) shall be governed by, and construed in accordance with, English law.

This Euroclear/CBL Global Registered Note shall not be valid unless authenticated for and on behalf of Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent and, if the applicable Final Terms indicate that this Euroclear/CBL Global Registered Note is intended to be held in a manner which would allow Eurosystem eligibility, effectuated by the entity appointed as common safekeeper by the relevant clearing system.

This Euroclear/CBL Global Registered Note shall be signed by any authorised representative of Merrill Lynch B.V.

IN WITNESS whereof the Issuer has caused this Euroclear/CBL Global Registered Note to be duly executed on its behalf.

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH), as Principal
Paying Agent

By:

By:

Effectuated without recourse, warranty or liability by the Common Safekeeper

By:

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Global Registered Note, hereby transfers
to.....
.....of.....
.....,
[currency] in principal amount of the [currency] [amount] Notes due
[maturity] (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") and irrevocably requests and
authorises Bank of America Europe DAC in its capacity as registrar in relation to the Notes (or any
successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by
means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Registered Note.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Paying Agent may require.
- (c) Any transfer of Notes shall be in an amount equal to the number of Notes represented by the Global Registered Note.

[Attached to the Global Registered Note]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom

PART 2
FORM OF INDIVIDUAL NOTE CERTIFICATE

THIS NOTE CERTIFICATE, (IN RESPECT OF NOTES WHICH ARE NOT SECURED NOTES) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON REDEMPTION OF THE INSTRUMENTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS NOTE CERTIFICATE, AND ANY INTERESTS HEREIN, MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT). MERRILL LYNCH B.V., THE ISSUER OF THE THIS NOTE CERTIFICATE, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). [THE NOTES REPRESENTED BY THIS NOTE CERTIFICATE MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

THIS NOTE CERTIFICATE MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR REDEMPTION MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.]¹

[THIS NOTE CERTIFICATE MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM THIS NOTE CERTIFICATE IS TRANSFERRED BY THE TRANSFERRING HOLDER.

THE HOLDER OF THIS NOTE CERTIFICATE AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT THIS NOTE CERTIFICATE MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY TO OR THROUGH THE ISSUER OR THE DEALER (A) IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT, AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED HEREIN) THAT (i) IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51), OF THE 1940 ACT AND THE RULES THEREUNDER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT ALSO

¹ Insert in the case of an Euroclear/CBL Global Registered Note exchanged for an Individual Note Certificate.

IS A QP; (ii) IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN, OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QP IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE NOTES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE NOTES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE NOTES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE NOTES, FOR A MINIMUM NUMBER OF NOTES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE NOTES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "**PLAN ASSETS**" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR PURPOSES HEREOF, A "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF THIS NOTE CERTIFICATE SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH

DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THIS NOTE CERTIFICATE. ANY PURPORTED SALE OR TRANSFER OF THE NOTES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS NOTE CERTIFICATE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.]²

[THE HOLDER OF THIS NOTE CERTIFICATE AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT THIS NOTE CERTIFICATE MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT AND (1) IN THE CASE THAT THE TRANSFEROR IS NOT A U.S. PERSON (AS DEFINED HEREIN), TO A PERSON THAT IS NOT A U.S. PERSON AND THAT IS ACQUIRING THE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT; OR (2) IN THE CASE THAT THE TRANSFEROR IS A U.S. PERSON WHO IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7) AND AS DEFINED IN SECTION 2(a)(51) OF THE 1940 ACT AND THE RULES THEREUNDER, TO OR THROUGH THE ISSUER OR THE DEALER (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (i) THAT IS A QIB AND A QP; (ii) THAT IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) THAT WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE NOTES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE NOTES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE NOTES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) THAT SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE NOTES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF NOTES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) THAT UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE,

² Insert in the case of a Rule 144A Global Note exchanged for an Individual Note Certificate.

HOLDING AND DISPOSITION OF THE NOTES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "PLAN ASSETS" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF THIS NOTE CERTIFICATE SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE AND WITH RESPECT TO A PERSON SATISFYING THE REQUIREMENTS OF CLAUSE (2) ABOVE, MAY ONLY BE MADE TO A PERSON TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THIS NOTE CERTIFICATE. ANY PURPORTED SALE OR TRANSFER OF THE NOTES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS NOTE CERTIFICATE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.³

NONE OF THE NOTES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION

³ Insert in the case of a Regulation S/Rule 144A Global Note exchanged for an Individual Note Certificate.

THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

Serial Number:

MERRILL LYNCH B.V.

[currency][amount]

[[●] Notes due [maturity]]

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

This Note Certificate is issued in respect of the [currency] [amount] [[●]] Notes due [maturity] (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**"). The payment and non-cash delivery obligations of the Issuer under the Notes (other than Secured Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLCo. Guarantee**") and the Notes are the subject of an Amended and Restated English Law Agency Agreement (as amended, restated and/or supplemented from time to time, the "**English Law Agency Agreement**") dated 13 May 2022 and made between the Issuer, BAC, Bank of America Europe DAC as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**"), Bank of America, N.A. (the "**U.S. Paying Agent**") and the other paying agents named therein.

Words and expressions defined or set out in the [Terms and Conditions of the Notes set out in Part 1 of Schedule 2 to the English Law Agency Agreement as supplemented and modified (if applicable) by the Annexes to the Terms and Conditions as set out in Schedule 4 to the English Law Agency Agreement][●] (the "**Conditions**") and/or the final terms relating to the Notes (the "**Final Terms**") shall have the same meaning when used in this Note Certificate.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the Registrar in relation to the Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[currency].....
(..... [**CURRENCY IN WORDS**])

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay such principal sum or deliver such Entitlement to the Holder on [final maturity date] or on such earlier date or dates as the same may become payable or deliverable in accordance with the Conditions, and to pay interest on such principal sum in arrears at the rates, in the amounts and on the dates for payment as specified in the Conditions,

together with such other sums and additional amounts (if any) payable or deliverable under the Conditions, all subject to and in accordance with the Conditions.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Note Certificate or its formation) shall be governed by, and construed in accordance with, English law.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of [Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent][Bank of America, N.A. as U.S. Paying Agent].

This Note Certificate shall be signed by any authorised representative of Merrill Lynch B.V.

IN WITNESS whereof the Issuer has caused this Individual Note Certificate to be duly executed on its behalf

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

[BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)], as Principal
Paying Agent

By:

By:]

[BANK OF AMERICA, N.A.], as U.S. Paying Agent

By:

By:]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Note Certificate, hereby transfers
to.....
.....
of.....
.....
..... [currency] in
principal amount of the [currency] [amount] [[●]] Notes due [maturity] (the "**Notes**") of Merrill
Lynch B.V. (the "**Issuer**") and irrevocably requests and authorises [Bank of America Europe DAC
in its capacity as registrar in relation to the Notes (or any successor to Bank of America Europe DAC
in its capacity as such)] / [Bank of America, N.A. in its capacity as U.S. Paying Agent in relation to
the Notes (or any successor to Bank of America, N.A. in its capacity as such)] to effect the relevant
transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [Principal] [U.S.] Paying Agent may require.
- (c) Any transfer of Notes shall be in an amount equal to [currency] [amount] or an integral multiple of [currency] [amount] in excess thereof.]

[Attached to each Note Certificate:]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

[PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom]

[U.S. PAYING AGENT

Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte, NC 28202
United States
]

PART 3
FORM OF RULE 144A GLOBAL NOTE

[For inclusion in Rule 144A Global Notes held through DTC:] [UNLESS THIS GLOBAL INSTRUMENT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY GLOBAL INSTRUMENT ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF NOTES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON REDEMPTION OF THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED IN VIOLATION OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. MERRILL LYNCH B.V., THE ISSUER OF THE NOTES, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT ARE TRANSFERRED BY THE TRANSFERRING HOLDER.

THE HOLDER OF ANY NOTES, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE NOTES, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY TO OR THROUGH THE ISSUER OR THE DEALER (A) IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT, AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED HEREIN) THAT (i) IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51), OF THE 1940 ACT AND THE RULES THEREUNDER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT ALSO IS A QP; (ii) IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN, OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QP IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE NOTES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO

FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE NOTES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE NOTES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE NOTES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF NOTES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE NOTES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "**PLAN ASSETS**" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR PURPOSES HEREOF, A "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE NOTES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY NOTES AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS INSTRUMENTS FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE NOTES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE NOTES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF MERRILL LYNCH B.V. WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE NOTES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER MERRILL LYNCH B.V. NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE NOTES AND (B) MERRILL LYNCH B.V. HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE NOTES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

MERRILL LYNCH B.V.

RULE 144A GLOBAL NOTE

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Specified Denomination(s):	[]
Specified Currency(ies):	[]
Aggregate Nominal Amount:	[]
Issue Date:	[]
Maturity Date:	[]

[Name and Address of Registered Holder

(Select by ticking the appropriate box below)

Bank of America GSS Nominees Ltd
(Company number 05806376)
Bank of America Merrill Lynch
2 King Edward Street
London EC1A 1HQ
United Kingdom

<input type="checkbox"/>
<input type="checkbox"/>

Euroclear Nominees Limited
(Company number 02369969)
33 Cannon Street
London EC4M 5SB
United Kingdom]¹

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

[Cede & Co., as the nominee for the
Depository Trust Company
55 Water Street
New York]²

<input type="checkbox"/>
<input type="checkbox"/>

This Rule 144A Global Note is issued in respect of the notes (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") described in the final terms (the "**Final Terms**"), a copy of which is annexed hereto. The Notes are described and have the provisions specified in Part A of the attached Final Terms. References in this Rule 144A Global Note to the Conditions shall be to the Terms and Conditions of the Notes as set out in Part 1 of Schedule 2 to the English Law Agency Agreement (as defined below) as supplemented and modified (if applicable) by the Annexes to the Terms and Conditions as set out in Schedule 4 to the English Law Agency Agreement or if the attached Final Terms otherwise provides for a different definition of "Conditions", such "Conditions" as so defined therein (the "**Conditions**") and the information set out in the Final Terms, but in the event of any conflict between the provisions

¹ For inclusion in respect of Rule 144A Notes held via Euroclear and/or Clearstream, Luxembourg

² For inclusion in respect of Rule 144A Notes held via DTC

of (a) those schedules or (b) this Rule 144A Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Rule 144A Global Note.

This Rule 144A Global Note is issued subject to, and with the benefit of, the Conditions and an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 and made between, *inter alios*, the Issuer, Bank of America Corporation ("**BAC**"), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**"), Bank of America, N.A. as U.S. paying agent (the "**U.S. Paying Agent**"), Bank of America Europe DAC (the "**Registrar**") and the other agents named in it. The payment and non-cash delivery obligations of the Issuer under the Notes (other than Secured Instruments) are guaranteed by BAC pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**").

The Issuer, for value received, promises to pay or deliver to the Registered Holder of this Rule 144A Global Note on the Maturity Date (or on such earlier date specified in the Conditions) the amount payable or Entitlement deliverable upon redemption as specified in the Conditions in respect of this Rule 144A Global Note and (unless the Notes do not bear interest) to pay interest in respect of such Notes from the Interest Commencement Date at the rates, in the amounts and on the dates for payment as specified in the Conditions, together with such other sums and additional amounts (if any) as may be payable and deliverable under the Conditions, all subject to and in accordance with the Conditions.

This Rule 144A Global Note will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Individual Note Certificates**") in substantially the form (subject to completion) set out in Part 2 of Schedule 10 of the English Law Agency Agreement if (a) an Event of Default occurs and is continuing; (b) [in the case of Notes represented by a Rule 144A Global Notes held through DTC, either DTC has notified the Issuer that it is unwilling or unable to continue as a depository for that Rule 144A Global Note held through DTC and no alternative clearing system is available, or DTC has ceased to be a "clearing agency" registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available] [in the case of Notes registered in the name of a nominee of the Common Depositary, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available]; or (c) the Issuer, after notice to the Principal Paying Agent, determines to issue the Notes in definitive form. Such exchange shall be effected in accordance with the below. The Issuer shall notify the Holder of the occurrence of the events specified above as soon as practicable thereafter.

If:

- (a) Individual Note Certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) any of the Notes evidenced by this Rule 144A Global Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Rule 144A Global Note,

then this Rule 144A Global Note (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a)) or at 5.00 p.m. (London time) on such due date (in the case of (b)) and the Holder will have no further rights

hereunder[, but without prejudice to the rights which the Holder or others may have under a Deed of Covenant executed by the Issuer on 13 May 2022 (the "**Deed of Covenant**") in respect of the Notes]³.

Whenever this Rule 144A Global Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Rule 144A Global Note within five business days of the delivery, by or on behalf of the Holder, [Euroclear and/or Clearstream, Luxembourg,][DTC,] to the [Principal][U.S.] Paying Agent of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Rule 144A Global Note at the specified office of the [Principal][U.S.] Paying Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the [Principal][U.S.] Paying Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the [Principal][U.S.] Paying Agent has its specified office.

Save as otherwise provided herein, the Holder of this Rule 144A Global Note shall have the benefit of, and be subject to, the Conditions.

Notwithstanding Condition 14 (*Notices*), so long as this Rule 144A Global Note is held on behalf of [Euroclear, Clearstream, Luxembourg][DTC] or an alternative clearing system, notices to Holders of Notes represented by this Rule 144A Global Note may be given by delivery of the relevant notice to [Euroclear, Clearstream, Luxembourg][DTC] or (as the case may be) such alternative clearing system; *provided, however, that*, so long as the Notes are listed on the Luxembourg Stock Exchange's Euro MTF market and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Rule 144A Global Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Rule 144A Global Note.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Rule 144A Global Note, but this does not affect the right or remedy of any person which exists or is available apart from that Act.

This Rule 144A Global Note (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Rule 144A Global Note or its formation) shall be governed by, and construed in accordance with, English law.

This Rule 144A Global Note shall not be valid unless authenticated for and on behalf of [Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent and, if the applicable Final Terms indicate that this Rule 144A Global Note is intended to be held in a manner which would allow Eurosystem eligibility, effectuated by the entity appointed as common safekeeper by the relevant clearing system][Bank of America, N.A. as U.S. Paying Agent].

This Rule 144A Global Note shall be signed by any authorised representative of Merrill Lynch B.V.

³ For inclusion in respect of Rule 144A Notes held via Euroclear and/or Clearstream, Luxembourg

IN WITNESS whereof the Issuer has caused this Rule 144A Global Note to be duly executed on its behalf.

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

[BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)], as Principal
Paying Agent

By:

By:

Effectuated without recourse, warranty or liability by the Common Safekeeper

By:]

[BANK OF AMERICA, N.A.], as U.S. Paying Agent

By:

By:]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Rule 144A Global Note, hereby transfers
to.....
.....of.....
.....,
[currency] in principal amount of the [currency] [amount] Notes due
[maturity] (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") and irrevocably requests and
authorises [Bank of America Europe DAC in its capacity as registrar in relation to the Notes (or any
successor to Bank of America Europe DAC in its capacity as such)] / [Bank of America, N.A. in its
capacity as U.S. Paying Agent in relation to the Notes (or any successor to Bank of America, N.A. in
its capacity as such)] to effect the relevant transfer by means of appropriate entries in the register
kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Rule 144A Global Note.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [Principal] [U.S.] Paying Agent may require.
- (c) Any transfer of Notes shall be in an amount equal to the number of Notes represented by the Rule 144A Global Note.]

[Attached to the Global Note]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

[PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom]

[U.S. PAYING AGENT

Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte, NC 28202
United States
]

PART 4
FORM OF REGULATION S/RULE 144A GLOBAL NOTE

THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF NOTES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON REDEMPTION OF THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. MERRILL LYNCH B.V., THE ISSUER OF THE NOTES, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE HOLDER OF ANY NOTES, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE NOTES, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT AND (1) IN THE CASE THAT THE TRANSFEROR IS NOT A U.S. PERSON (AS DEFINED HEREIN), TO A PERSON THAT IS NOT A U.S. PERSON AND THAT IS ACQUIRING THE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; OR (2) IN THE CASE THAT THE TRANSFEROR IS A U.S. PERSON WHO IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7) AND AS DEFINED IN SECTION 2(a)(51) OF THE 1940 ACT AND THE RULES THEREUNDER, TO OR THROUGH THE ISSUER OR THE DEALER (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (i) THAT IS A QIB AND A QP; (ii) THAT IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) THAT WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE NOTES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE NOTES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE NOTES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) THAT SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE NOTES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF NOTES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) THAT UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE NOTES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF

1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "PLAN ASSETS" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE AND WITH RESPECT TO A PERSON SATISFYING THE REQUIREMENTS OF CLAUSE (2) ABOVE, MAY ONLY BE MADE TO A PERSON TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE NOTES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY NOTES AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE NOTES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETING AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES

INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE NOTES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF MERRILL LYNCH B.V. WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE NOTES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER MERRILL LYNCH B.V. NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE NOTES AND (B) MERRILL LYNCH B.V. HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE NOTES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

**MERRILL LYNCH B.V.
REGULATION S/RULE 144A GLOBAL NOTE**

**Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to
payment and delivery obligations by**

BANK OF AMERICA CORPORATION

ISIN:	[]
Specified Denomination(s):	[]
Specified Currency(ies):	[]
Aggregate Nominal Amount:	[]
Issue Date:	[]
Maturity Date:	[]

Name and Address of Registered Holder

(Select by ticking the appropriate box below)

Bank of America GSS Nominees Ltd
(Company number 05806376)
Bank of America Merrill Lynch
2 King Edward Street
London EC1A 1HQ
United Kingdom

☐

Euroclear Nominees Limited
(Company number 02369969)
33 Cannon Street
London EC4M 5SB
United Kingdom



This Regulation S/Rule 144A Global Note is issued in respect of the notes (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") described in the final terms (the "**Final Terms**"), a copy of which is annexed hereto. The Notes are described and have the provisions specified in Part A of the attached Final Terms. References in this Regulation S/Rule 144A Global Note to the Conditions shall be to the Terms and Conditions of the Notes as set out in Part 1 of Schedule 2 to the English Law Agency Agreement (as defined below) as supplemented and modified (if applicable) by the Annexes to the Terms and Conditions as set out in Schedule 4 to the English Law Agency Agreement or if the attached Final Terms otherwise provides for a different definition of "Conditions", such "Conditions" as so defined therein (the "**Conditions**") and the information set out in the Final Terms, but in the event of any conflict between the provisions of (a) those schedules or (b) this Regulation S/Rule 144A Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Regulation S/Rule 144A Global Note.

This Regulation S/Rule 144A Global Note is issued subject to, and with the benefit of, the Conditions and an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 and made between, *inter alios*, the Issuer, Bank of America Corporation ("**BAC**"), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**"), Bank of America, N.A. (the "**U.S. Paying Agent**"), Bank of America Europe DAC (the "**Registrar**") and the other agents named in it. The payment and non-cash delivery obligations of the Issuer under the Notes (other than Secured Instruments) are guaranteed by BAC pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**").

The Issuer, for value received, promises to pay or deliver to the Registered Holder of this Regulation S/Rule 144A Global Note on the Maturity Date (or on such earlier date specified in the Conditions) the amount payable or Entitlement deliverable upon redemption as specified in the Conditions in respect of this Regulation S/Rule 144A Global Note and (unless the Notes do not bear interest) to pay interest in respect of such Notes from the Interest Commencement Date at the rates, in the amounts and on the dates for payment as specified in the Conditions, together with such other sums and additional amounts (if any) as may be payable and deliverable under the Conditions, all subject to and in accordance with the Conditions.

This Regulation S/Rule 144A Global Note will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Individual Note Certificates**") in substantially the form (subject to completion) set out in Part 2 of Schedule 10 of the English Law Agency Agreement if (a) an Event of Default occurs and is continuing; (b) the Issuer is notified that Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., ("**Clearstream, Luxembourg**") or any other relevant clearing system has been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system approved by the Holders of the Notes is available; or (c) the Issuer, after notice to the Principal Paying Agent, determines to issue the Notes in definitive form. Such exchange shall be effected in accordance with the below. The Issuer shall notify the Holder of the occurrence of the events specified above as soon as practicable thereafter.

If:

- (a) Individual Note Certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) any of the Notes evidenced by this Regulation S/Rule 144A Global Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Regulation S/Rule 144A Global Note,

then this Regulation S/Rule 144A Global Note (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a)) or at 5.00 p.m. (London time) on such due date (in the case of (b)) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under a Deed of Covenant executed by the Issuer on 13 May 2022 (the "**Deed of Covenant**") in respect of the Notes.

Whenever this Regulation S/Rule 144A Global Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Regulation S/Rule 144A Global Note within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Principal Paying Agent of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Regulation S/Rule 144A Global Note at the specified office of the Principal Paying Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Paying Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Paying Agent has its specified office.

Save as otherwise provided herein, the Holder of this Regulation S/Rule 144A Global Note shall have the benefit of, and be subject to, the Conditions.

Notwithstanding Condition 14 (*Notices*), so long as this Regulation S/Rule 144A Global Note is held on behalf of Euroclear, Clearstream, Luxembourg or an alternative clearing system, notices to Holders of Notes represented by this Regulation S/Rule 144A Global Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such alternative clearing system; *provided, however, that*, so long as the Notes are listed on the Luxembourg Stock Exchange's Euro MTF market and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Regulation S/Rule 144A Global Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Regulation S/Rule 144A Global Note.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Regulation S/Rule 144A Global Note, but this does not affect the right or remedy of any person which exists or is available apart from that Act.

This Regulation S/Rule 144A Global Note (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way

relating to this Regulation S/Rule 144A Global Note or its formation) shall be governed by, and construed in accordance with, English law.

This Regulation S/Rule 144A Global Note shall not be valid unless authenticated for and on behalf of Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent and, if the applicable Final Terms indicate that this Regulation S/Rule 144A Global Note is intended to be held in a manner which would allow Eurosystem eligibility, effectuated by the entity appointed as common safekeeper by the relevant clearing system.

This Regulation S/Rule 144A Global Note shall be signed by any authorised representative of Merrill Lynch B.V.

IN WITNESS whereof the Issuer has caused this Regulation S/Rule 144A Global Note to be duly executed on its behalf.

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH), as Principal
Paying Agent

By:

By:

Effectuated without recourse, warranty or liability by the Common Safekeeper

By:]

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Regulation S/Rule 144A Global Note, hereby transfers to..... of....., [currency] in principal amount of the [currency] [amount] Notes due [maturity] (the "**Notes**") of Merrill Lynch B.V. (the "**Issuer**") and irrevocably requests and authorises Bank of America Europe DAC in its capacity as registrar in relation to the Notes (or any successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Regulation S/Rule 144A Global Note.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Paying Agent may require.
- (c) Any transfer of Notes shall be in an amount equal to the number of Notes represented by the Regulation S/Rule 144A Global Note.

[Attached to the Global Note]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom

PART 5
FORM OF EUROCLEAR/CBL GLOBAL REGISTERED EXCHANGEABLE NOTE

THE EXCHANGEABLE NOTES REPRESENTED BY THIS EUROCLEAR/CBL GLOBAL REGISTERED EXCHANGEABLE NOTE AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS INSTRUMENT, AND ANY INTERESTS HEREIN, MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

MERRILL LYNCH B.V., THE ISSUER OF THE EXCHANGEABLE NOTES, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). THE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

THE EXCHANGEABLE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE EXCHANGEABLE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE EXCHANGEABLE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR REDEMPTION MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE EXCHANGEABLE NOTES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE EXCHANGEABLE NOTES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF MERRILL LYNCH B.V. WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE NOTES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER MERRILL LYNCH B.V. NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL

INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE NOTES AND (B) MERRILL LYNCH B.V. HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE NOTES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE EXCHANGEABLE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

MERRILL LYNCH B.V.

EUROCLEAR/CBL GLOBAL REGISTERED EXCHANGEABLE NOTE

Unconditionally and irrevocably guaranteed as to payment obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Specified Denomination(s):	[]
Specified Currency(ies):	[]
Aggregate Nominal Amount:	[]
Issue Date:	[]
Maturity Date:	[]

Name and Address of Registered Holder (Select by ticking the appropriate box below)

Bank of America GSS Nominees Ltd
(Company number 05806376)
Bank of America Merrill Lynch
2 King Edward Street
London EC1A 1HQ
United Kingdom

☐

Euroclear Nominees Limited
(Company number 02369969)
33 Cannon Street
London EC4M 5SB
United Kingdom

☐

This Euroclear/CBL Global Registered Exchangeable Note is issued in respect of the cash settled exchangeable notes (the "**Exchangeable Notes**") of Merrill Lynch B.V. (the "**Issuer**") described in the final terms (the "**Final Terms**"), a copy of which is annexed hereto. The Exchangeable Notes are described and have the provisions specified in Part A of the attached Final Terms. References in this Euroclear/CBL Global Registered Exchangeable Note to the Conditions shall be to the Terms and Conditions of the Cash Settled Exchangeable Notes as set out in Part 2 of Schedule 2 to the English Law Agency Agreement (as defined below) or if the attached Final Terms otherwise provides

for a different definition of "Conditions", such "Conditions" as so defined therein (the "**Conditions**") and the information set out in the Final Terms, but in the event of any conflict between this Euroclear/CBL Global Registered Exchangeable Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Euroclear/CBL Global Registered Exchangeable Note.

This Euroclear/CBL Global Registered Exchangeable Note is issued subject to, and with the benefit of, the Conditions and an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) dated 13 May 2022 and made between, *inter alios*, the Issuer, Bank of America Corporation ("**BAC**"), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**"), Bank of America Europe DAC (the "**Registrar**") and the other agents named in it. The payment obligations of the Issuer under the Exchangeable Notes are guaranteed by BAC pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**").

The Issuer, for value received, promises to pay to the Registered Holder of this Euroclear/CBL Global Registered Exchangeable Note on the Maturity Date or an Exchange Date (or on such earlier date specified in the Conditions) the amount payable upon redemption or exchange as specified in the Conditions in respect of this Euroclear/CBL Global Registered Exchangeable Note and (unless the Exchangeable Notes do not bear interest) to pay interest in respect of such Exchangeable Notes from the Interest Commencement Date at the rates, in the amounts and on the dates for payment as specified in the Conditions, together with such other sums and Additional Amounts (if any) as may be payable under the Conditions, all subject to and in accordance with the Conditions.

This Euroclear/CBL Global Registered Exchangeable Note will be exchanged in whole (but not in part) for duly authenticated and completed individual exchangeable note certificates ("**Individual Exchangeable Note Certificates**") in substantially the form (subject to completion) set out in Part 6 of Schedule 10 of the English Law Agency Agreement if (a) an Event of Default occurs and is continuing; (b) the Issuer is notified that Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or any other relevant clearing system has been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system approved by the Holders of the Exchangeable Notes is available; or (c) the Issuer, after notice to the Principal Paying Agent, determines to issue the Exchangeable Notes in definitive form. Such exchange shall be effected in accordance with the below. The Issuer shall notify the Holder of the occurrence of the events specified above as soon as practicable thereafter.

If:

- (a) Individual Exchangeable Note Certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) any of the Exchangeable Notes evidenced by this Euroclear/CBL Global Registered Exchangeable Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Exchangeable Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Euroclear/CBL Global Registered Exchangeable Note,

then this Euroclear/CBL Global Registered Exchangeable Note (including the obligation to deliver Individual Exchangeable Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a)) or at 5.00 p.m. (London time) on such due date (in the case of (b)) and the Holder will have no further rights hereunder, but without prejudice to the rights which the

Holder or others may have under a Deed of Covenant executed by the Issuer on 13 May 2022 (the "**Deed of Covenant**") in respect of the Exchangeable Notes.

Whenever this Euroclear/CBL Global Registered Exchangeable Note is to be exchanged for Individual Exchangeable Note Certificates, such Individual Exchangeable Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Euroclear/CBL Global Registered Exchangeable Note within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Principal Paying Agent of such information as is required to complete and deliver such Individual Exchangeable Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Exchangeable Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Euroclear/CBL Global Registered Exchangeable Note at the specified office of the Principal Paying Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Exchangeable Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Paying Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Paying Agent has its specified office.

Save as otherwise provided herein, the Holder of this Euroclear/CBL Global Registered Exchangeable Note shall have the benefit of, and be subject to, the Conditions.

Notwithstanding Condition 20 (*Notices*), so long as this Euroclear/CBL Global Registered Exchangeable Note is held on behalf of Euroclear, Clearstream, Luxembourg or an alternative Clearing System, notices to Holders of Exchangeable Notes represented by this Euroclear/CBL Global Registered Exchangeable Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such alternative Clearing System; *provided, however, that*, so long as the Exchangeable Notes are listed on the Luxembourg Stock Exchange's Euro MTF market and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Euroclear/CBL Global Registered Exchangeable Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Registered Holder is entitled to payment in respect of this Euroclear/CBL Global Registered Exchangeable Note.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Euroclear/CBL Global Registered Exchangeable Note, but this does not affect the right or remedy of any person which exists or is available apart from that Act.

This Euroclear/CBL Global Registered Exchangeable Note (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Euroclear/CBL Global Registered Exchangeable Note or its formation) shall be governed by, and construed in accordance with, English law.

This Euroclear/CBL Global Registered Exchangeable Note shall not be valid unless authenticated for and on behalf of Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent and, if the applicable Final Terms indicate that this Euroclear/CBL Global Registered Exchangeable Note is intended to be held in a manner which would allow Eurosystem eligibility, effectuated by the entity appointed as common safekeeper by the relevant clearing system.

This Euroclear/CBL Global Registered Exchangeable Note shall be signed by any authorised representative of Merrill Lynch B.V.

IN WITNESS whereof the Issuer has caused this Euroclear/CBL Global Registered Exchangeable Note to be duly executed on its behalf.

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH), as Principal
Paying Agent

By:

By:

Effectuated without recourse, warranty or liability by the Common Safekeeper

By:

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Euroclear/CBL Global Registered Exchangeable Note, hereby transfers to..... of.....
[currency] in principal amount of the [currency] [amount] Exchangeable Notes due [maturity] (the " **Exchangeable Notes**") of Merrill Lynch B.V. (the "**Issuer**") and irrevocably requests and authorises Bank of America Europe DAC in its capacity as registrar in relation to the Exchangeable Notes (or any successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Euroclear/CBL Global Registered Exchangeable Note.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Paying Agent may require.
- (c) Any transfer of Exchangeable Notes shall be in an amount equal to the number of Exchangeable Notes represented by the Euroclear/CBL Global Registered Exchangeable Note.

[Attached to the Euroclear/CBL Global Registered Exchangeable Note]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom

PART 6
FORM OF INDIVIDUAL EXCHANGEABLE NOTE CERTIFICATE

THIS EXCHANGEABLE NOTE CERTIFICATE AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS EXCHANGEABLE NOTE CERTIFICATE MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

MERRILL LYNCH B.V., THE ISSUER OF THE EXCHANGEABLE NOTES, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). THE EXCHANGEABLE NOTES REPRESENTED BY THIS NOTE CERTIFICATE MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT).

THE EXCHANGEABLE NOTES REPRESENTED BY THIS NOTE CERTIFICATE MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE EXCHANGEABLE NOTES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE EXCHANGEABLE NOTES REPRESENTED BY THIS NOTE CERTIFICATE SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH NOTES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR REDEMPTION MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE EXCHANGEABLE NOTES REPRESENTED BY THIS NOTE CERTIFICATE WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE EXCHANGEABLE NOTES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF MERRILL LYNCH B.V. WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE NOTES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER MERRILL LYNCH B.V. NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL

INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE NOTES AND (B) MERRILL LYNCH B.V. HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE NOTES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE EXCHANGEABLE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR REDEMPTIONS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR REDEMPTION OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

Serial Number:

MERRILL LYNCH B.V.

[currency][amount]

[[●] Exchangeable Notes due [maturity]]

Unconditionally and irrevocably guaranteed as to payment obligations by

BANK OF AMERICA CORPORATION

This Individual Exchangeable Note Certificate is issued in respect of the [currency] [amount] [[●]]Exchangeable Notes due [maturity] (the "**Exchangeable Notes**") of Merrill Lynch B.V. (the "**Issuer**"). The payment obligations of the Issuer under the Exchangeable Notes are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**") and are the subject of an Amended and Restated English Law Agency Agreement (as amended, restated and/or supplemented from time to time, the "**English Law Agency Agreement**") dated 13 May 2022 and made between, *inter alios*, the Issuer, BAC, Bank of America Europe DAC as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Exchangeable Notes), Bank of America, N.A. (operating through its London Branch) (the "**Principal Paying Agent**") and the other paying agents named therein.

Words and expressions defined or set out in the [Terms and Conditions of the Cash Settled Exchangeable Notes set out in Part 2 of Schedule 2 to the English Law Agency Agreement][●] (the "**Conditions**") and/or the final terms relating to the Exchangeable Notes (the "**Final Terms**") shall have the same meaning when used in this Individual Exchangeable Note Certificate.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the Registrar in relation to the Exchangeable Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[currency].....
(..... **[CURRENCY IN WORDS]**)

in aggregate principal amount of the Exchangeable Notes.

The Issuer, for value received, hereby promises to pay to the Holder on the Maturity Date or an Exchange Date (or on such earlier date specified in the Conditions) the amount payable upon redemption or exchange as specified in the Conditions in respect of this Individual Exchangeable Note Certificate and unless the Exchangeable Notes do not bear interest) to pay interest in respect of such Exchangeable Notes from the Interest Commencement Date at the rates, in the amounts and on the dates for payment as specified in the Conditions, together with such other sums and Additional Amounts (if any) as may be payable under the Conditions, all subject to and in accordance with the Conditions.

This Individual Exchangeable Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Individual Exchangeable Note Certificate.

This Individual Exchangeable Note Certificate (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Individual Exchangeable Note Certificate or its formation) shall be governed by, and construed in accordance with, English law.

This Individual Exchangeable Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Bank of America, N.A. (operating through its London Branch) as Principal Paying Agent.

This Individual Exchangeable Note Certificate shall be signed by any authorised representative of Merrill Lynch B.V.

IN WITNESS whereof the Issuer has caused this Individual Exchangeable Note Certificate to be duly executed on its behalf

MERRILL LYNCH B.V.

By:

Authorised representative

Authenticated without recourse, warranty
or liability by

BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH), as Principal
Paying Agent

By:

By:

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Individual Exchangeable Note Certificate, hereby transfers to.....of.....
.....
.....
.....
.....
.....
.....
currency] in principal amount of the [*currency]* [*amount*] [*[●]*]
Exchangeable Notes due [*maturity*] (the "**Exchangeable Notes**") of Merrill Lynch B.V. (the "**Issuer**") and irrevocably requests and authorises Bank of America Europe DAC in its capacity as registrar in relation to the Exchangeable Notes (or any successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Exchangeable Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g., executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Paying Agent may require.
- (c) Any transfer of Exchangeable Notes shall be in an amount equal to [currency] [amount] or an integral multiple of [currency] [amount] in excess thereof.

[Attached to each Individual Exchangeable Note Certificate:]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR

Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL PAYING AGENT

**Bank of America, N.A. (operating through
its London Branch)**
2 King Edward Street
London EC1A 1HQ
United Kingdom

SCHEDULE 11

FORMS OF GLOBAL WARRANTS

PART 1

FORM OF EUROCLEAR/CBL GLOBAL REGISTERED WARRANT

EUROCLEAR/CBL GLOBAL WARRANT

THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF WARRANTS WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE WARRANTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. [MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE WARRANTS, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATIONS UNDER THE SECURITIES ACT).

THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE WARRANTS IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR EXERCISE OF ITS INTEREST IN SUCH WARRANTS MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR EXERCISE MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE WARRANTS WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT

IN THE WARRANTS, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE WARRANTS, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE WARRANTS AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE WARRANTS, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE WARRANTS AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE WARRANTS TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Currency	[]
Number of Warrants Being Issued:	[]
Issue Date:	[]
Settlement Date:	[]

This Global Warrant (this "**Global Warrant**") issued by the Issuer in favour of the Holders (as defined in the Terms and Conditions of the W&C Instruments contained in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or, if the attached Final Terms (as defined below) otherwise provides for a different definition of "Conditions", in such "Conditions" as so defined therein (the "**Conditions**")) represents the duly authorised series of warrants (the "**Warrants**") as described in and subject to the Final Terms attached hereto (the "**Final Terms**"), to the Conditions and to the provisions of the English Law Agency Agreement, all of which are binding on the Holders. In the event of any conflict between the provisions of the Final Terms and the Conditions, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Warrants (other than Secured Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**"). Copies of the Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, the Issuer, BAC, Bank of America, N.A. (operating through its London Branch) as principal warrant agent (the "**Principal Warrant Agent**") and Bank of America Europe DAC (the "**Registrar**"), and if applicable the MLBV/MLICo. Guarantee are available for inspection at the offices of each Instrument Agent and the Registrar as specified at the end of the Conditions.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to, in respect of each Warrant held by him, exercise and enforce the rights and obligations attaching to such Warrant as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Final Terms and the Conditions.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Warrant.

The number of Warrants from time to time represented by this Global Warrant is the "Number of W&C Instruments being issued" as specified in the applicable Final Terms or such other number as shall be shown by the latest entry in the fourth column of the Schedule hereto.

Upon:

- (a) each further issue of Warrants pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Warrants; or
- (c) a purchase and cancellation of Warrants,

the Principal Warrant Agent shall note, or shall procure that there is noted, such further issue, exercise or purchase and cancellation on the Schedule hereto and the number of Warrants represented by this Global Warrant shall, in the case of a further issue, be increased by a number equal to such further issue of Warrants, or, in the case of either an exercise or a purchase and cancellation, or any exchange referred to below, be reduced by a number equal to the number of Warrants so exercised or purchased and cancelled.

This Global Warrant will be exchangeable in whole, but not in part, for individual warrant certificates ("**individual warrant certificates**"), in a form to be agreed between the Issuer and the Principal Warrant Agent representing Warrants in definitive form, only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (b) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Warrants held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If

- (a) individual warrant certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) the date for final settlement of the Warrants has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Global Warrant,

then this Global Warrant (including the obligation to deliver individual warrant certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) immediately above) or at 5.00 p.m. (London time) on such due date (in the case of (b) immediately above) and the holder of this Global Warrant will have no further rights hereunder, but without prejudice to the rights which the holder of this Global Warrant or others may have under the Deed of Covenant.

Whenever this Global Warrant is to be exchanged for individual warrant certificates, such individual warrant certificates shall be issued in equal number to the number of Warrants represented by this Global Warrant within five business days of the delivery, by or on behalf of the Holder, Euroclear

and/or Clearstream, Luxembourg or the relevant clearing system, to the Principal Warrant Agent of such information as is required to complete and deliver such individual warrant certificates (including, without limitation, the names and addresses of the persons in whose names the individual warrant certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of this Global Warrant at the specified office of the Principal Warrant Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Warrants scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Warrant Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Warrant Agent has its specified office.

This Global Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of Bank of America, N.A. (operating through its London Branch).

This Global Warrant does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Warrant, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Global Warrant, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Global Warrant and its formation) shall be governed by, and construed in accordance with, English law.

[This Global Warrant shall be signed by any [authorised representative of Merrill Lynch B.V.][authorised signatory of Merrill Lynch International & Co. C.V.]]

IN WITNESS whereof the Issuer has caused this Global Warrant to be executed on its behalf.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative][Authorised Signatory][●]

This Global Warrant is authenticated by or on behalf of Bank of America, N.A. (operating through its London Branch)

By:

Authorised Signatory

By:

Authorised Signatory

[The Final Terms for each Series of Warrants shall be attached to this Global Warrant.]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Global Warrant, hereby transfers
to.....
.....of.....
.....
....., [amount] Warrants due [settlement] (the "**Warrants**") of [Merrill Lynch B.V./Merrill
Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably requests and authorises Bank of
America Europe DAC in its capacity as Registrar in relation to the Warrants (or any successor to
Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of
appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Warrant.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Warrant Agent may require.
- (c) Any transfer of Warrants shall be in an amount equal to the number of Warrants represented by the Global Warrant.]

SCHEDULE

The following records the number of Warrants represented by this Global Warrant.

Date	Reason for change in the number of Warrants (exercise or purchase and cancellation)	Number of Warrants exercised or purchased and cancelled by the Issuer	Number of Warrants represented by this Global Warrant following such exercise or purchase and cancellation	Notation made by or on behalf of the Principal Warrant Agent
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[Attached to the Global Warrant]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR
Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL WARRANT AGENT
Bank of America, N.A. (operating through
its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

PART 2
FORM OF RULE 144A GLOBAL WARRANT

RULE 144A GLOBAL WARRANT

[For inclusion in Rule 144A Global Warrants held through DTC:] [UNLESS THIS GLOBAL INSTRUMENT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY GLOBAL INSTRUMENT ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF WARRANTS WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE WARRANTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED IN VIOLATION OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. [MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE WARRANTS, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT ARE TRANSFERRED BY THE TRANSFERRING HOLDER.

THE HOLDER OF ANY WARRANTS, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE WARRANTS, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY TO OR THROUGH THE ISSUER OR THE DEALER (A) IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT, AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED HEREIN) THAT (i) IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51), OF THE 1940 ACT AND THE RULES THEREUNDER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT ALSO IS A QP; (ii) IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN, OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QP IN

THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE WARRANTS OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40% OF ITS ASSETS IN THE WARRANTS AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE WARRANTS UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE WARRANTS (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF WARRANTS VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE WARRANTS ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "**PLAN ASSETS**" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR PURPOSES HEREOF, A "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATIONS UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH WARRANTS MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE WARRANTS, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED

TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY WARRANTS AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS INSTRUMENTS FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE WARRANTS IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE WARRANTS, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE WARRANTS HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE WARRANTS WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE WARRANTS, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE WARRANTS, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE WARRANTS AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE WARRANTS, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE WARRANTS AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE WARRANTS TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, REALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN: []
Number: []
Issue Date: []
Settlement Date: []

This Rule 144A Global Warrant (this "**Rule 144A Global Warrant**") issued by the Issuer in favour of the Holders (as defined in the Terms and Conditions of the W&C Instruments contained in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or, if the attached Final Terms (as defined below) otherwise provides for a different definition of "Conditions", in such "Conditions" as so defined therein (the "**Conditions**")) and registered in the name of [Cede & Co. as nominee for DTC] [the nominee of the Common Depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**")], represents the duly authorised series of warrants (the "**Warrants**") as described in and subject to the Final Terms attached hereto (the "**Final Terms**"), to the Conditions and to the provisions of the English Law Agency Agreement, all of which are binding on the Holders. In the event of any conflict between the provisions of the Final Terms and the Conditions, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Warrants (other than the Secured Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**"). Copies of the Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, the Issuer, BAC, Bank of America, N.A. (operating through its London Branch) as principal warrant agent (the "**Principal Warrant Agent**"), Bank of America, N.A. as U.S. warrant agent (the "**U.S. Warrant Agent**") and the MLBV/MLICo. Guarantee are available for inspection at the offices of each Instrument Agent specified at the end of the Conditions.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to, in respect of each Warrant held by him, exercise and enforce the rights and obligations attaching to such Warrant as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Final Terms and the Conditions.

The number of Warrants from time to time represented by this Rule 144A Global Warrant is the "Number of W&C Instruments being issued" as specified in the applicable Final Terms or such other number as shall be shown by the latest entry in the fourth column of the Schedule hereto. Upon:

- (a) each further issue of Warrants pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Warrants; or
- (c) a purchase and cancellation of Warrants,

the [Principal] [U.S.] Warrant Agent shall note, or shall procure that there is noted, such further issue, exercise or purchase and cancellation on the Schedule hereto and the number of Warrants represented by this Rule 144A Global Warrant shall, in the case of a further issue, be increased by a number equal to such further issue of Warrants, or, in the case of either an exercise or a purchase and cancellation, or any exchange referred to below, be reduced by a number equal to the number of Warrants so exercised or purchased and cancelled.

This Rule 144A Global Warrant will be exchangeable in whole, but not in part, for individual warrant certificates ("**individual warrant certificates**"), in a form to be agreed between the Issuer and the [Principal] [U.S.] Warrant Agent representing Warrants in definitive form, only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) [in the case of Warrants represented by a Rule 144A Global Warrant held through DTC, either DTC has notified the Issuer that it is unwilling or unable to continue as a depository for that Rule 144A Global Warrant held through DTC and no alternative clearing system is available, or DTC has ceased to be a "clearing agency" registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available] [in the case of Warrants registered in the name of a nominee of the Common Depository, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available] or (b) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Warrants held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If:

- (a) individual warrant certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) the date for final settlement of the Warrants has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Rule 144A Global Warrant,

then this Rule 144A Global Warrant (including the obligation to deliver individual warrant certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) immediately above) or at 5.00 p.m. (London time) on such due date (in the case of (b) immediately above) and the holder of this Rule 144A Global Warrant will have no further rights hereunder[, but without prejudice to the rights which the holder of this Rule 144A Global Warrant or others may have under the Deed of Covenant].

Whenever this Rule 144A Global Warrant is to be exchanged for individual warrant certificates, such individual warrant certificates shall be issued in equal number to the number of Warrants represented by this Rule 144A Global Warrant within five business days of the delivery, by or on behalf of the Holder, DTC or the relevant clearing system, to the [Principal] [U.S.] Warrant Agent of such information as is required to complete and deliver such individual warrant certificates (including, without limitation, the names and addresses of the persons in whose names the individual warrant certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of this Rule 144A Global Warrant at the specified office of the [Principal] [U.S.] Warrant Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Warrants scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the [Principal] [U.S.] Warrant Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the [Principal] [U.S.] Warrant Agent has its specified office.

This Rule 144A Global Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of [Bank of America, N.A. (operating through its London Branch).]/[Bank of America, N.A.]

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Warrant.

This Rule 144A Global Warrant does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Rule 144A Global Warrant, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Rule 144A Global Warrant, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Rule 144A Global Warrant and its formation) shall be governed by, and construed in accordance with, English law.

[This Rule 144A Global Warrant shall be signed by any [authorised representative of Merrill Lynch B.V.][authorised signatory of Merrill Lynch International & Co. C.V.]]

IN WITNESS whereof the Issuer has caused this Global Warrant to be executed on its behalf.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative][Authorised Signatory][●]

This Rule 144A Global Warrant is authenticated by or on behalf of [Bank of America, N.A. (operating through its London Branch)/Bank of America, N.A.]

By:

Authorised Signatory

[By:

Authorised Signatory]

[The Final Terms for each series of Warrants shall be attached to this Rule 144A Global Warrant.]

[**FORM OF TRANSFER**

FOR VALUE RECEIVED, being the registered holder of this
Rule 144A Global Warrant, hereby transfers
to.....
.....of.....
.....
....., [amount] Warrants due [settlement] (the "**Warrants**") of
[Merrill Lynch B.V./Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably requests
and authorises [Bank of America Europe DAC in its capacity as Registrar in relation to the Warrants
(or any successor to Bank of America Europe DAC in its capacity as such)] / [Bank of America, N.A.
in its capacity as U.S. Warrant Agent in relation to the Warrants (or any successor to Bank of America,
N.A. in its capacity as such)] to effect the relevant transfer by means of appropriate entries in the
register kept by it.

Dated:

By:

(*duly authorised*)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Warrant.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [Principal] [U.S.] Warrant Agent may require.
- (c) Any transfer of Warrants shall be in an amount equal to the number of Warrants represented by the Global Warrant.]

SCHEDULE

NUMBER OF WARRANTS

The following records the number of Warrants represented by this Rule 144A Global Warrant:

Date	Reason for change in the number of Warrants (further issue, exercise or purchase and cancellation)	Number of Warrants issued pursuant to a further issue or exercised or purchased and cancelled by the Issuer	Number of Warrants represented by this Rule 144A Global Warrant following such further issue, exercise or purchase and cancellation	Notation made by or on behalf of the [Principal] [U.S.] Warrant Agent
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PART 3
FORM OF REGULATION S/RULE 144A GLOBAL WARRANT

REGULATION S/RULE 144A GLOBAL WARRANT

THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF WARRANTS WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE WARRANTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. [MERRILL LYNCH B.V.]/[MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE WARRANTS, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE HOLDER OF ANY WARRANTS, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE WARRANTS, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT AND (1) IN THE CASE THAT THE TRANSFEROR IS NOT A U.S. PERSON (AS DEFINED HEREIN), TO A PERSON THAT IS NOT A U.S. PERSON AND THAT IS ACQUIRING THE WARRANTS IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; OR (2) IN THE CASE THAT THE TRANSFEROR IS A U.S. PERSON WHO IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7) AND AS DEFINED IN SECTION 2(a)(51) OF THE 1940 ACT AND THE RULES THEREUNDER, TO OR THROUGH THE ISSUER OR THE DEALER (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (i) THAT IS A QIB AND A QP; (ii) THAT IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) THAT WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE WARRANTS OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE WARRANTS AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE WARRANTS UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) THAT SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE WARRANTS (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF WARRANTS VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) THAT UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE WARRANTS ARE ELIGIBLE FOR

EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "PLAN ASSETS" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH WARRANTS MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE AND WITH RESPECT TO A PERSON SATISFYING THE REQUIREMENTS OF CLAUSE (2) ABOVE, MAY ONLY BE MADE TO A PERSON TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE WARRANTS, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY WARRANTS AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE WARRANTS REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE WARRANT IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE WARRANTS, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETING AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE WARRANTS HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE WARRANTS REPRESENTED BY THIS GLOBAL

INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE WARRANTS WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE WARRANTS, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE WARRANTS, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE WARRANTS AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE WARRANTS, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE WARRANTS AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE WARRANTS TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, REALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V.][MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Number:	[]
Issue Date:	[]
Settlement Date:	[]

This Regulation S/Rule 144A Global Warrant (this "**Regulation S/Rule 144A Global Warrant**") issued by the Issuer in favour of the Holders (as defined in the Terms and Conditions contained in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or, if the attached Final Terms (as defined below) otherwise provides for a different definition of "Conditions", in such "Conditions" as so defined therein (the "**Conditions**")) and registered in the name of the nominee of the Common Depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), represents the duly authorised series of warrants (the "**Warrants**") as described in and subject to the Final Terms attached hereto (the "**Final Terms**"), to the Conditions and to the provisions of the English Law Agency Agreement, all of which are binding on the Holders. In the event of any conflict between the provisions of the Final Terms and the Conditions, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Warrants (other than the Secured Instruments)

are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLCo. Guarantee**"). Copies of the Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, the Issuer, BAC, Bank of America, N.A. (operating through its London Branch) as principal warrant agent (the "**Principal Warrant Agent**") and Bank of America, N.A. as U.S. warrant agent (the "**U.S. Warrant Agent**") and the MLBV/MLCo. Guarantee are available for inspection at the offices of each Instrument Agent specified at the end of the Conditions.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to, in respect of each Warrant held by him, exercise and enforce the rights and obligations attaching to such Warrant as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Final Terms and the Conditions.

The number of Warrants from time to time represented by this Regulation S/Rule 144A Global Warrant is the "Number of W&C Instruments being issued" as specified in the applicable Final Terms or such other number as shall be shown by the latest entry in the fourth column of the Schedule hereto. Upon:

- (a) each further issue of Warrants pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Warrants; or
- (c) a purchase and cancellation of Warrants,

the Principal Warrant Agent shall note, or shall procure that there is noted, such further issue, exercise or purchase and cancellation on the Schedule hereto and the number of Warrants represented by this Regulation S/Rule 144A Global Warrant shall, in the case of a further issue, be increased by a number equal to such further issue of Warrants, or, in the case of either an exercise or a purchase and cancellation, or any exchange referred to below, be reduced by a number equal to the number of Warrants so exercised or purchased and cancelled.

This Regulation S/Rule 144A Global Warrant will be exchangeable in whole, but not in part, for individual warrant certificates ("**individual warrant certificates**"), in a form to be agreed between the Issuer and the Principal Warrant Agent representing Warrants in definitive form, only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (b) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Warrants held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If:

- (a) individual warrant certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) the date for final settlement of the Warrants has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Regulation S/Rule 144A Global Warrant,

then this Regulation S/Rule 144A Global Warrant (including the obligation to deliver individual warrant certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) immediately above) or at 5.00 p.m. (London time) on such due date (in the case of (b) immediately above) and the holder of this Regulation S/Rule 144A Global Warrant will have no

further rights hereunder, but without prejudice to the rights which the holder of this Regulation S/Rule 144A Global Warrant or others may have under the Deed of Covenant.

Whenever this Regulation S/Rule 144A Global Warrant is to be exchanged for individual warrant certificates, such individual warrant certificates shall be issued in equal number to the number of Warrants represented by this Regulation S/Rule 144A Global Warrant within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg or the relevant clearing system, to the Principal Warrant Agent of such information as is required to complete and deliver such individual warrant certificates (including, without limitation, the names and addresses of the persons in whose names the individual warrant certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of this Regulation S/Rule 144A Global Warrant at the specified office of the Principal Warrant Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Warrants scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Warrant Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Warrant Agent has its specified office.

This Regulation S/Rule 144A Global Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of Bank of America, N.A. (operating through its London Branch).

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Warrant.

This Regulation S/Rule 144A Global Warrant does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Regulation S/Rule 144A Global Warrant, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Regulation S/Rule 144A Global Warrant, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Regulation S/Rule 144A Global Warrant and its formation) shall be governed by, and construed in accordance with, English law.

[This Regulation S/Rule 144A Global Warrant shall be signed by any [authorised representative of Merrill Lynch B.V.][authorised signatory of Merrill Lynch International & Co. C.V.]]

IN WITNESS whereof the Issuer has caused this Global Warrant to be executed on its behalf.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative][Authorised Signatory][●]

This Regulation S/Rule 144A Global Warrant is authenticated by or on behalf of Bank of America, N.A. (operating through its London Branch).

By:

Authorised Signatory

By:

Authorised Signatory

[The Final Terms for each series of Warrants shall be attached to this Regulation S/Rule 144A Global Warrant.]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Regulation S/ Rule 144A Global Warrant, hereby transfers to..... of.....
.....
....., [amount] Warrants due [settlement] (the "**Warrants**") of [Merrill Lynch B.V.]/[Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably requests and authorises Bank of America Europe DAC in its capacity as Registrar in relation to the Warrants (or any successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Warrant.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Warrant Agent may require.
- (c) Any transfer of Warrants shall be in an amount equal to the number of Warrants represented by the Global Warrant.]

SCHEDULE

NUMBER OF WARRANTS

The following records the number of Warrants represented by this Regulation S/Rule 144A Global Warrant:

Date	Reason for change in the number of Warrants (further issue, exercise or purchase and cancellation)	Number of Warrants issued pursuant to a further issue or exercised or purchased and cancelled by the Issuer	Number of Warrants represented by this Regulation S/Rule 144A Global Warrant following such further issue, exercise or purchase and cancellation	Notation made by or on behalf of the Principal Warrant Agent

SCHEDULE 12

FORMS OF GLOBAL CERTIFICATES AND DEFINITIVE REGISTERED CERTIFICATE

PART 1

FORM OF EUROCLEAR/CBL GLOBAL REGISTERED CERTIFICATE

THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF CERTIFICATES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE INSTRUMENTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS INSTRUMENT, AND ANY INTERESTS HEREIN, MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, EXERCISED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATIONS UNDER THE SECURITIES ACT). [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE CERTIFICATES, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATIONS UNDER THE SECURITIES ACT)..

THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR EXERCISE OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR EXERCISE MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE CERTIFICATES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT

RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE CERTIFICATES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE CERTIFICATES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE CERTIFICATES AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE CERTIFICATES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A CERTIFICATE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

EUROCLEAR/CBL GLOBAL REGISTERED CERTIFICATE

**Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to
payment and delivery obligations by**

BANK OF AMERICA CORPORATION

ISIN:	[]
Currency	[]
Number of Certificates being issued:	[]
Issue Date	[]
Settlement Date:	[]

This Global Certificate is a Global Registered Certificate deposited with the Common Depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") issued in registered form in respect of a duly authorised series of Certificates (the "**Certificates**") of [Merrill Lynch B.V./Merrill Lynch International & Co. C.V.] (the "**Issuer**") described, and having the provisions specified, in the attached Final Terms (the "**Final Terms**"). References in this Global Certificate to the Conditions shall be to the Terms and Conditions of the W&C Instruments as set out in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or if the attached Final Terms otherwise provides for a different definition of "Conditions", such "Conditions" as so defined therein (the "**Conditions**") in each case as modified and supplemented by the information set out in the Final Terms, all of which are binding on the Holders. In the event of any conflict between the provisions of (a) those schedules or (b) this Global Certificate and the information set out in the Final Terms, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Certificates (other than Secured Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLCo. Guarantee**").

This Global Certificate is issued subject to, and with the benefit of, the Conditions and an Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, Merrill Lynch B.V., Merrill Lynch International & Co. C.V., BAC, Bank of America, N.A. (operating through its London Branch) as principal certificate agent (the "**Principal Certificate Agent**") and Bank of America Europe DAC as registrar (the "**Registrar**"). Copies of the English Law Agency Agreement and the MLBV/MLICo. Guarantee are available for inspection at the offices of each Instrument Agent and the Registrar as specified at the end of the Conditions.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Certificate.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to exercise and enforce, in respect of each Certificate held by him, the rights and obligations attaching to such Certificate as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Conditions and the Final Terms.

If specified in the applicable Final Terms that the Certificates are represented by a Euroclear/CBL Global Registered Certificate on issue, the number of Certificates represented by this Global Certificate on the Issue Date is the "Number of W&C Instruments being issued" set out in the Final Terms. Upon:

- (a) each further issue of Certificates pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Certificates; or
- (c) a purchase and cancellation of Certificates,

the Registrar shall note such further issue, exercise or purchase and cancellation in the register and the number of Certificates represented by this Global Certificate shall, in the case of a further issue, be increased by a number equal to such further issue of Certificates, or, in the case of either an exercise or a purchase and cancellation, be reduced by a number equal to the number of Certificates so exercised or purchased and cancelled. The number of Certificates represented by this Global Certificate following any such further issue, exercise or purchase and cancellation or any exchange as referred to below shall be the number most recently entered by the Registrar in the register.

This Global Certificate will be exchanged in whole, but not in part, for duly authenticated and completed individual certificates ("**individual certificates**") in substantially the form (subject to completion) set out in Part 2 of Schedule 12 to the English Law Agency Agreement if the Issuer has been notified that Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system approved by the Holders is available. Such exchange shall be effected in accordance with the below. The Issuer shall notify the Holder of the occurrence of any such events as soon as practicable thereafter.

If:

- (a) individual certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth calendar day after they are due to be issued and delivered in accordance with the below; or
- (b) the date for final settlement of the Certificates has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Global Certificate,

then this Global Certificate (including the obligation to deliver individual certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a)) or at 5.00 p.m.

(London time) on such due date (in the case of (b)) and the Holder will have no further rights hereunder (but without prejudice to the rights which the Holder or others may have under the Deed of Covenant).

Whenever this Global Certificate is to be exchanged for individual certificates, such individual certificates shall be issued in equal number to the number of Certificates represented by this Global Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg or the relevant clearing system, to the Principal Certificate Agent of such information as is required to complete and deliver such individual certificates (including, without limitation, the names and addresses of the persons in whose names the individual certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global Certificate at the specified office of the Principal Certificate Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Certificates scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Certificate Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Certificate Agent has its specified office.

This Global Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of Bank of America, N.A. (operating through its London Branch).

This Global Certificate does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Certificate, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Global Certificate, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Global Certificate and its formation) shall be governed by, and construed in accordance with, English law.

[This Global Certificate shall be signed by any [authorised representative] [authorised signatory] of Merrill Lynch B.V./Merrill Lynch International & Co. C.V.]

IN WITNESS whereof the Issuer has caused this Global Certificate to be executed on its behalf.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative] [Authorised Signatory][●]

This Global Certificate is authenticated by or on behalf of Bank of America, N.A. (operating through its London Branch).

By:

Authorised Signatory

By:

Authorised Signatory

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Global Certificate, hereby transfers to..... of.....
....., [amount] Certificates due [settlement] (the "**Certificates**") of [Merrill Lynch B.V.][Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably requests and authorises Bank of America Europe DAC in its capacity as registrar in relation to the Certificates (or any successor to Bank of America Europe DAC in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Certificate Agent may require.
- (c) Any transfer of Certificates shall be in an amount equal to [amount of Certificates represented by the Global Certificate.]

[Attached to the Global Certificate]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR
Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

PRINCIPAL CERTIFICATE AGENT
Bank of America, N.A. (operating through
its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

PART 2
FORM OF INDIVIDUAL CERTIFICATE

THIS INDIVIDUAL CERTIFICATE, (IN RESPECT OF CERTIFICATES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE INSTRUMENTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS. ACCORDINGLY, THIS CERTIFICATE, AND ANY INTERESTS HEREIN, MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, EXERCISED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS TERRITORIES, ITS POSSESSIONS AND OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "**UNITED STATES**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT). [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE CERTIFICATES, HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**"). [THE CERTIFICATES REPRESENTED BY THIS INDIVIDUAL CERTIFICATE MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF ANY U.S. PERSON (AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT)].

THIS INDIVIDUAL CERTIFICATE MAY NOT BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT TO A PERSON WHO IS NOT A U.S. PERSON AND WHO IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR EXERCISE OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY, TRANSFER OR EXERCISE MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.]¹

[THIS INDIVIDUAL CERTIFICATE MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM THIS INDIVIDUAL CERTIFICATE IS TRANSFERRED BY THE TRANSFERRING HOLDER.

THE HOLDER OF THIS INDIVIDUAL CERTIFICATE AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT THIS INDIVIDUAL CERTIFICATE MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY TO OR THROUGH THE ISSUER OR THE DEALER (A) IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT, AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED HEREIN) THAT (i) IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF

¹ Insert in the case of an Euroclear/CBL Global Registered Certificate exchanged for an Individual Certificate.

SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51), OF THE 1940 ACT AND THE RULES THEREUNDER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT ALSO IS A QP; (ii) IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN, OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QP IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE CERTIFICATES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE CERTIFICATES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE CERTIFICATES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE CERTIFICATES, FOR A MINIMUM NUMBER OF CERTIFICATES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE CERTIFICATES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "**PLAN ASSETS**" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR PURPOSES HEREOF, A "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF THIS INDIVIDUAL CERTIFICATE SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER

OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THIS INDIVIDUAL CERTIFICATE. ANY PURPORTED SALE OR TRANSFER OF THE CERTIFICATES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS INDIVIDUAL CERTIFICATE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE CERTIFICATES IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.²

[THE HOLDER OF THIS INDIVIDUAL CERTIFICATE, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT THIS INDIVIDUAL CERTIFICATE MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT AND (1) IN THE CASE THAT THE TRANSFEROR IS NOT A U.S. PERSON (AS DEFINED HEREIN), TO A PERSON THAT IS NOT A U.S. PERSON AND THAT IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; OR (2) IN THE CASE THAT THE TRANSFEROR IS A U.S. PERSON WHO IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7) AND AS DEFINED IN SECTION 2(a)(51) OF THE 1940 ACT AND THE RULES THEREUNDER, TO OR THROUGH THE ISSUER OR THE DEALER (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (i) THAT IS A QIB AND A QP; (ii) THAT IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) THAT WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE CERTIFICATES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE CERTIFICATES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE CERTIFICATES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) THAT SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH

² Insert in the case of a Rule 144A Global Certificate exchanged for an Individual Certificate.

IT IS PURCHASING OR OTHERWISE ACQUIRING THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF CERTIFICATES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) THAT UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE CERTIFICATES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**"ERISA"**), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **"CODE"**), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "PLAN ASSETS" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR THE PURPOSES HEREOF, **"U.S. PERSON"** HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF THIS INDIVIDUAL CERTIFICATE SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE AND WITH RESPECT TO A PERSON SATISFYING THE REQUIREMENTS OF CLAUSE (2) ABOVE, MAY ONLY BE MADE TO A PERSON TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THIS INDIVIDUAL CERTIFICATE. ANY PURPORTED SALE OR TRANSFER OF THE CERTIFICATES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS INDIVIDUAL CERTIFICATE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A **"DISQUALIFIED TRANSFEREE"**), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE CERTIFICATE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.³

NONE OF THE CERTIFICATES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETING AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE **"CEA"**), AND TRADING IN THE CERTIFICATES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

³ Insert in the case of a Regulation S/Rule 144A Global Certificate exchanged for an Individual Certificate.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A CERTIFICATE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

Serial Number:

[MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.]

[*number*]

[*●*] Certificates due [*settlement date*]

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

This individual certificate is issued in respect of the [*number*] [*●*] certificates due [*settlement date*] (the "**Certificates**") of [Merrill Lynch B.V.] [Merrill Lynch International & Co. C.V.] (the "**Issuer**"). The payment and non-cash delivery obligations of the Issuer under the Certificates other than Secured Instruments are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**") and are the subject of an Amended and Restated English Law Agency Agreement (as amended, restated and/or supplemented from time to time, the "**English Law Agency Agreement**") dated 13 May 2022 and made between, *inter alios*, the Issuer, BAC, Bank of America Europe DAC as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Certificates), Bank of America, N.A. (operating through its London Branch) (the "**Principal Certificate Agent**"), Bank of America, N.A. (the "**U.S. Certificate Agent**") and the other instrument agents named therein.

Words and expressions defined or set out in the [Terms and Conditions of the W&C Instruments set out in Schedule 3 to the English Law Agency Agreement as amended and supplemented (if applicable) by the Annexes to the Terms and Conditions of the W&C Instruments set out in Schedule 4 to the English Law Agency Agreement][*●*] (the "**Conditions**") and/or the final terms relating to the Certificates (the "**Final Terms**") shall have the same meaning when used in this individual certificate.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the [Registrar] [U.S. Certificate Agent] in relation to the Certificates (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of [*●*] Certificates.

[The Issuer, for value received, hereby promises to pay such principal sum to the Holder on [*final settlement date*] or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrears on the dates and at the rate[s] specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.]

This individual certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this individual certificate.

This individual certificate shall not be valid for any purpose until it has been authenticated for and on behalf of [Bank of America, N.A. (operating through its London Branch) as Principal Certificate Agent][Bank of America, N.A., as U.S. Certificate Agent].

IN WITNESS whereof the Issuer has caused this individual certificate to be duly executed on its behalf

[MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative] [Authorised Signatory][●]

Authenticated without recourse, warranty
or liability by

[BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)] as Principal
Certificate Agent

By:

By:]

[BANK OF AMERICA, N.A., as U.S. Certificate Agent

By:

By:]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this individual certificate, hereby transfers to.....
.....
of.....
.....
..... [number] [[●]] Certificates due [settlement date] (the "**Certificates**") of [Merrill Lynch B.V.][Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably requests and authorises [Bank of America Europe DAC in its capacity as registrar in relation to the Certificates (or any successor to Bank of America Europe DAC in its capacity as such)] / [Bank of America, N.A. in its capacity as U.S. Certificate Agent in relation to the Certificates (or any successor to Bank of America, N.A. in its capacity as such)] to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this individual certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [Principal] [U.S.] Certificate Agent may require.
- (c) Any transfer of Certificates shall be in an amount equal to [amount of Certificates held].

[Attached to each individual certificate:]

[Terms and Conditions as set out in the Offering Circular]

[Final Terms]

[At the foot of the Terms and Conditions:]

REGISTRAR
Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland

[PRINCIPAL CERTIFICATE AGENT
Bank of America, N.A. (operating through
its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom]
[U.S. CERTIFICATE AGENT
Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte, NC 28202
United States
]

PART 3
FORM OF RULE 144A GLOBAL CERTIFICATE

RULE 144A GLOBAL CERTIFICATE

[For inclusion in Rule 144A Global Certificates held through DTC:] [UNLESS THIS GLOBAL INSTRUMENT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY GLOBAL INSTRUMENT ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

THE CERTIFICATE REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF CERTIFICATES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED IN VIOLATION OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. [MERRILL LYNCH B.V.][MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE CERTIFICATES, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE CERTIFICATE REPRESENTED BY THIS GLOBAL INSTRUMENT MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT ARE TRANSFERRED BY THE TRANSFERRING HOLDER.

THE HOLDER OF ANY CERTIFICATES, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE CERTIFICATES, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY TO OR THROUGH THE ISSUER OR THE DEALER (A) IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT, AND IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED HEREIN) THAT (i) IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51), OF THE 1940 ACT AND THE RULES THEREUNDER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT ALSO IS A QP; (ii) IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN, OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QP IN

THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE CERTIFICATES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE CERTIFICATES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE CERTIFICATES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF CERTIFICATES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) UNLESS BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE CERTIFICATES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "**PLAN ASSETS**" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR PURPOSES HEREOF, A "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE CERTIFICATES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A

DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY CERTIFICATES AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS INSTRUMENTS FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE CERTIFICATES IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE CERTIFICATES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETING AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE CERTIFICATES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE CERTIFICATES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE CERTIFICATES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE CERTIFICATES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE CERTIFICATES AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE CERTIFICATES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, REALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A CERTIFICATE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V.] / [MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

**Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to
payment and delivery obligations by**

BANK OF AMERICA CORPORATION

ISIN:	[]
Currency	[]
Number of Certificates being issued:	[]
Issue Date	[]
Settlement Date:	[]

This Rule 144A Global Certificate (this "**Rule 144A Global Certificate**") issued by the Issuer in favour of the Holders (as defined in the Terms and Conditions of the W&C Instruments contained in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or, if the attached Final Terms (as defined below) otherwise provides for a different definition of "Conditions", in such "Conditions" as so defined therein (the "**Conditions**")) and registered in the name of [Cede & Co. as nominee for DTC] [the nominee of the Common Depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**")], represents the duly authorised series of certificates (the "**Certificates**") as described in and subject to the Final Terms attached hereto (the "**Final Terms**"), to the Conditions and to the provisions of the English Law Agency Agreement, all of which are binding on the Holders. In the event of any conflict between the provisions of the Final Terms and the Conditions, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Certificates (other than the Secured Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**"). Copies of the Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, the Issuer, BAC, Bank of America, N.A. (operating through its London Branch) as principal certificate agent (the "**Principal Certificate Agent**"), Bank of America, N.A. as U.S. certificate agent (the "**U.S. Certificate Agent**") and the MLBV/MLICo. Guarantee are available for inspection at the offices of each Instrument Agent specified at the end of the Conditions.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to, in respect of each Certificate held by him, exercise and enforce the rights and obligations attaching to such Certificate as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Final Terms and the Conditions.

The number of Certificates from time to time represented by this Rule 144A Global Certificate is the "Number of W&C Instruments being issued" as specified in the applicable Final Terms or such other number as shall be shown by the latest entry in the fourth column of the Schedule hereto. Upon:

- (a) each further issue of Certificates pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Certificates; or
- (c) a purchase and cancellation of Certificates,

the [Principal] [U.S.] Certificate Agent shall note, or shall procure that there is noted, such further issue, exercise or purchase and cancellation on the Schedule hereto and the number of Certificates represented by this Rule 144A Global Certificate shall, in the case of a further issue, be increased

by a number equal to such further issue of Certificates, or, in the case of either an exercise or a purchase and cancellation, or any exchange referred to below, be reduced by a number equal to the number of Certificates so exercised or purchased and cancelled.

This Rule 144A Global Certificate will be exchangeable in whole, but not in part, for individual certificates ("**individual certificates**"), in a form to be agreed between the Issuer and the [Principal] [U.S.] Certificate Agent representing Certificates in definitive form, only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) [in the case of Certificates represented by a Rule 144A Global Certificate held through DTC, either DTC has notified the Issuer that it is unwilling or unable to continue as a depositary for that Rule 144A Global Certificate held through DTC and no alternative clearing system is available, or DTC has ceased to be a "clearing agency" registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available] [in the case of Certificates registered in the name of a nominee of the Common Depositary, the Issuer has been notified that both Euro clear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available] or (b) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Certificates held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If:

- (a) individual certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or
- (b) the date for final settlement of the Certificates has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Rule 144A Global Certificate,

then this Rule 144A Global Certificate (including the obligation to deliver individual certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) immediately above) or at 5.00 p.m. (London time) on such due date (in the case of (b) immediately above) and the holder of this Rule 144A Global Certificate will have no further rights hereunder[, but without prejudice to the rights which the holder of this Rule 144A Global Certificate or others may have under the Deed of Covenant].

Whenever this Rule 144A Global Certificate is to be exchanged for individual certificates, such individual certificates shall be issued in equal number to the number of Certificates represented by this Rule 144A Global Certificate within five business days of the delivery, by or on behalf of the Holder, DTC or the relevant clearing system, to the [Principal] [U.S.] Certificate Agent of such information as is required to complete and deliver such individual certificates (including, without limitation, the names and addresses of the persons in whose names the individual certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of this Rule 144A Global Certificate at the specified office of the [Principal] [U.S.] Certificate Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Certificates scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the [Principal] [U.S.] Certificate Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the [Principal] [U.S.] Certificate Agent has its specified office.

This Rule 144A Global Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of [Bank of America, N.A. (operating through its London Branch).]/[Bank of America, N.A.]

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Certificate.

This Rule 144A Global Certificate does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Rule 144A Global Certificate, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Rule 144A Global Certificate, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Rule 144A Global Certificate and its formation) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof the Issuer has caused this Global Certificate to be executed on its behalf.

[MERRILL LYNCH B.V.] / [MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative][Authorised Signatory][●]

This Rule 144A Global Certificate is authenticated by or on behalf of [Bank of America, N.A. (operating through its London Branch)./Bank of America, N.A.]

By:

Authorised Signatory

[By:

Authorised Signatory]

[The Final Terms for each series of Certificates shall be attached to this Rule 144A Global Certificate.]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Rule 144A Global Certificate, hereby transfers
to.....
.....of.....
.....
....., [amount] Certificates due [settlement] (the "**Certificates**")
of [Merrill Lynch B.V.] / [Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably
requests and authorises [Bank of America Europe DAC in its capacity as Registrar in relation to the
Certificates (or any successor to Bank of America Europe DAC in its capacity as such)] / [Bank of
America, N.A. in its capacity as U.S. Certificate Agent in relation to the Certificates (or any successor
to Bank of America, N.A. in its capacity as such)] to effect the relevant transfer by means of
appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [Principal] / [U.S.] Certificate Agent may require.
- (c) Any transfer of Certificates shall be in an amount equal to the number of Certificates represented by the Global Certificate.]

SCHEDULE

NUMBER OF CERTIFICATES

The following records the number of Certificates represented by this Rule 144A Global Certificate:

Date	Reason for change in the number of Certificates (further issue, exercise or purchase and cancellation)	Number of Certificates issued pursuant to a further issue or exercised or purchased and cancelled by the Issuer	Number of Certificates represented by this Rule 144A Global Certificate following such further issue, exercise or purchase and cancellation	Notation made by or on behalf of the [Principal] [U.S.] Certificate Agent
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PART 4
FORM OF REGULATION S/RULE 144A GLOBAL CERTIFICATE

REGULATION S/RULE 144A GLOBAL CERTIFICATE

THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT, (IN RESPECT OF CERTIFICATES WHICH ARE NOT SECURED INSTRUMENTS) THE GUARANTEE AND, IN CERTAIN CASES, THE SECURITIES TO BE DELIVERED UPON EXERCISE OR SETTLEMENT OF THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR EXERCISED EXCEPT IN ACCORDANCE WITH THE CONDITIONS (AS DEFINED BELOW) AND THE ENGLISH LAW AGENCY AGREEMENT (AS DEFINED BELOW), AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY OTHER SECURITIES LAWS. [MERRILL LYNCH B.V.][MERRILL LYNCH INTERNATIONAL & CO. C.V.], THE ISSUER OF THE CERTIFICATES, HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**1940 ACT**").

THE HOLDER OF ANY CERTIFICATES, AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE CERTIFICATES, REPRESENTED BY THIS GLOBAL INSTRUMENT, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR THAT ANY BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT MAY BE OFFERED, SOLD, REOFFERED, RESOLD, TRADED, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED ONLY IN ACCORDANCE WITH THE CONDITIONS AND THE ENGLISH LAW AGENCY AGREEMENT AND (1) IN THE CASE THAT THE TRANSFEROR IS NOT A U.S. PERSON (AS DEFINED HEREIN), TO A PERSON THAT IS NOT A U.S. PERSON AND THAT IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; OR (2) IN THE CASE THAT THE TRANSFEROR IS A U.S. PERSON WHO IS A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" ("**QP**") WITHIN THE MEANING OF SECTION 3(c)(7) AND AS DEFINED IN SECTION 2(a)(51) OF THE 1940 ACT AND THE RULES THEREUNDER, TO OR THROUGH THE ISSUER OR THE DEALER (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) TO A PERSON IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (i) THAT IS A QIB AND A QP; (ii) THAT IS NOT (a) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (b) A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY BENEFICIARIES OF THE PLAN, SUCH AS A PARTICIPANT-DIRECTED 401(K) PLAN OR (c) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (iii) THAT WAS NOT FORMED, REFORMED OR RECAPITALISED FOR THE PURPOSE OF INVESTING IN THE CERTIFICATES OR OTHER SECURITIES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (iv) HAS NOT INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE CERTIFICATES AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE CERTIFICATES UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND QP; (v) IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN, OR OTHER ENTITY, IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, OR THE ALLOCATION THEREOF, UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBS AND QPS; (vi) THAT SUBSCRIBES, ON BEHALF OF ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN), FOR A MINIMUM NUMBER OF CERTIFICATES VALUED IN AN AMOUNT OF AT LEAST U.S.\$100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY); (vii) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (viii) THAT UNLESS

BOTH (I) IT REPRESENTS THAT THE PURCHASE, HOLDING AND DISPOSITION OF THE CERTIFICATES ARE ELIGIBLE FOR EXEMPTIVE RELIEF UNDER, OR ARE OTHERWISE NOT PROHIBITED BY, SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW, AND (II) AN OPINION OF COUNSEL OR OTHER COMFORT SATISFACTORY TO THE ISSUER AND THE GUARANTOR IS DELIVERED WHICH AFFIRMS THAT NONE OF THE ACQUISITION, PURCHASE OR HOLDING OF ANY NOTE WOULD CAUSE ANY ASSETS OF THE ISSUER TO BE TREATED AS "PLAN ASSETS" FOR THE PURPOSES OF ERISA OR ANY REGULATION THEREUNDER (OR ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW), IS NOT, AND IS NOT A FIDUCIARY INVESTING ASSETS OF OR ON BEHALF OF, (a) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO TITLE I OF ERISA; (b) A PLAN (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE) THAT IS SUBJECT TO SECTION 4975 OF THE CODE; (c) AN ENTITY WHOSE ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (vi)(a) OR (b) ABOVE BY REASON OF SUCH A PLAN'S INVESTMENT IN THE ENTITY UNDER 29 C.F.R. §2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA OR OTHERWISE; OR (d) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE; AND (ix) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (i) THROUGH (viii). FOR THE PURPOSES HEREOF, "**U.S. PERSON**" HAS THE MEANING ASCRIBED TO IT BY REGULATIONS UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH ABOVE AND ANY OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR OTHER TRANSFER OR REDEMPTION OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS ABOVE AND WITH RESPECT TO A PERSON SATISFYING THE REQUIREMENTS OF CLAUSE (2) ABOVE, MAY ONLY BE MADE TO A PERSON TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND WILL REQUIRE THE SUBMISSION TO THE DEALER OR THE ISSUER OF A DULY COMPLETED INVESTOR REPRESENTATION LETTER EXECUTED FOR THE BENEFIT OF THE DEALER, THE ISSUER AND THE GUARANTOR (TOGETHER WITH THEIR RESPECTIVE AFFILIATES AND ANY PERSONS CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH DEALER, ISSUER OR GUARANTOR), IN THE FORM AVAILABLE FROM THE DEALER, THE ISSUER OR THE RELEVANT INSTRUMENT AGENT (AS DEFINED IN THE ENGLISH LAW AGENCY AGREEMENT) WITH RESPECT TO ANY INTEREST IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT. ANY PURPORTED SALE OR TRANSFER OF THE CERTIFICATES, OR ANY INTEREST THEREIN, REPRESENTED BY THIS GLOBAL INSTRUMENT IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE NULL AND VOID AB INITIO AND SHALL NOT VEST ANY RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "**DISQUALIFIED TRANSFEREE**"), NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE GUARANTOR, THE INSTRUMENT AGENT OR ANY INTERMEDIARY, AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER OR THE ISSUER MAY REQUIRE SUCH DISQUALIFIED TRANSFEREE TO SELL OR TRANSFER SUCH INTEREST TO A PERMITTED TRANSFEREE MEETING THE REQUIREMENTS ABOVE.

THE HOLDER OF ANY CERTIFICATES AND THE HOLDER OF ANY BENEFICIAL INTERESTS IN THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM THE RELEVANT CLEARING SYSTEM.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR BY AN INSTRUMENT AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THE CERTIFICATE IS PERMISSIBLE UNDER THE SECURITIES ACT AND THE 1940 ACT.

NONE OF THE CERTIFICATES, THE GUARANTEE AND CERTAIN ENTITLEMENTS CONSTITUTE, OR HAVE BEEN MARKETED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**CEA**"), AND TRADING IN THE CERTIFICATES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA.

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF ANY INTEREST HEREIN THAT IT IS NOT ACQUIRING THE CERTIFICATES REPRESENTED BY THIS GLOBAL INSTRUMENT WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE 1 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR UNDER ANY SIMILAR LAWS, OR ANY THAT ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN; AND

EACH INVESTOR AND SUBSEQUENT TRANSFEREE INVESTOR THAT IS, OR THAT IS ACQUIRING OR HOLDING THE CERTIFICATES WITH THE ASSETS OF, A PLAN SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OR ANY SIMILAR LAWS (A "**PLAN**") WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS REPRESENTED BY A FIDUCIARY INDEPENDENT OF [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] WHO (I) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE CERTIFICATES, (II) HAS EXERCISED INDEPENDENT JUDGEMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN IN THE CERTIFICATES, AND (III) UNDERSTANDS AND ACKNOWLEDGES (A) THAT NEITHER [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] NOR ANY OF ITS AFFILIATES, HAS AND NEITHER WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE, OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE AND HOLDING OF THE CERTIFICATES AND (B) [MERRILL LYNCH B.V.] [MERRILL LYNCH INTERNATIONAL & CO. C.V.] HAS NO FINANCIAL INTEREST IN ANY PLAN'S PURCHASE AND HOLDING OF THE CERTIFICATES, WHICH INTEREST MAY CONFLICT WITH THE INTEREST OF THE PLAN.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR OFFERS, SALES, REOFFERS, REALES, TRADES, PLEDGES, ASSIGNMENTS, DELIVERIES AND OTHER TRANSFERS OR EXERCISES OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE OFFER, SALE, REOFFER, RESALE, TRADE, PLEDGE, ASSIGNMENT, DELIVERY OR TRANSFER OR EXERCISE OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A CERTIFICATE, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

Unconditionally and irrevocably guaranteed (other than Secured Instruments) as to payment and delivery obligations by

BANK OF AMERICA CORPORATION

ISIN:	[]
Currency	[]
Number of Certificates being issued:	[]
Issue Date	[]
Settlement Date:	[]

This Regulation S/Rule 144A Global Certificate (this "**Regulation S/Rule 144A Global Certificate**") issued by the Issuer in favour of the Holders (as defined in the Terms and Conditions of the W&C Instruments contained in Schedule 3 to the English Law Agency Agreement (as defined below) as amended and supplemented (if applicable) by the applicable Annexes to the Conditions set out in Schedule 4 to the English Law Agency Agreement or, if the attached Final Terms otherwise provides

for a different definition of "Conditions", in such "Conditions" as so defined therein (the "**Conditions**")) and registered in the name of the nominee of the Common Depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), represents the duly authorised series of certificates (the "**Certificates**") as described in and subject to the Final Terms attached hereto (the "**Final Terms**"), to the Conditions and to the provisions of the English Law Agency Agreement, all of which are binding on the Holders. In the event of any conflict between the provisions of the Final Terms and the Conditions, the Final Terms will prevail. The payment and non-cash delivery obligations of the Issuer under the Certificates (other than the Secured W&C Instruments) are guaranteed by Bank of America Corporation ("**BAC**") pursuant to the terms of a guarantee dated 13 May 2022 (the "**MLBV/MLICo. Guarantee**"). Copies of the Amended and Restated English Law Agency Agreement (the "**English Law Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated and/or restated from time to time) executed on 13 May 2022 between, *inter alios*, the Issuer, BAC, Bank of America, N.A. (operating through its London Branch) as principal certificate agent (the "**Principal Certificate Agent**"), Bank of America, N.A. as U.S. certificate agent (the "**U.S. Certificate Agent**") and the MLBV/MLICo. Guarantee are available for inspection at the offices of each Instrument Agent specified at the end of the Conditions.

The Issuer has covenanted in the Deed of Covenant dated 13 May 2022 (the "**Deed of Covenant**") that each Holder is entitled to, in respect of each Certificate held by him, exercise and enforce the rights and obligations attaching to such Certificate as set out in, and subject to, the Deed of Covenant, the English Law Agency Agreement, the Final Terms and the Conditions.

The number of Certificates from time to time represented by this Regulation S/Rule 144A Global Certificate is the "Number of W&C Instruments being issued" as specified in the applicable Final Terms or such other number as shall be shown by the latest entry in the fourth column of the Schedule hereto. Upon:

- (a) each further issue of Certificates pursuant to Condition 14 (*Further Issues*);
- (b) an exercise of Certificates; or
- (c) a purchase and cancellation of Certificates,

the Principal Certificate Agent shall note, or shall procure that there is noted, such further issue, exercise or purchase and cancellation on the Schedule hereto and the number of Certificates represented by this Regulation S/Rule 144A Global Certificate shall, in the case of a further issue, be increased by a number equal to such further issue of Certificates, or, in the case of either an exercise or a purchase and cancellation, or any exchange referred to below, be reduced by a number equal to the number of Certificates so exercised or purchased and cancelled.

This Regulation S/Rule 144A Global Certificate will be exchangeable in whole, but not in part, for individual certificates ("**individual certificates**"), in a form to be agreed between the Issuer and the Principal Certificate Agent representing Certificates in definitive form, only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (b) the Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Certificates held in definitive form. The Issuer will give notice of any such Exchange Event to the Holders in accordance with W&C Instruments Condition 12 (*Notices*).

If:

- (a) individual certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the below; or

- (b) the date for final settlement of the Certificates has occurred and payment in full of the amount due has not been made to the Holder on the due date for payment in accordance with the terms of this Regulation S/Rule 144A Global Certificate,

then this Regulation S/Rule 144A Global Certificate (including the obligation to deliver individual certificates) will become void at 5.00 p.m. (London time) on such thirtieth calendar day (in the case of (a) immediately above) or at 5.00 p.m. (London time) on such due date (in the case of (b) immediately above) and the holder of this Regulation S/Rule 144A Global Certificate will have no further rights hereunder, but without prejudice to the rights which the holder of this Regulation S/Rule 144A Global Certificate or others may have under the Deed of Covenant.

Whenever this Regulation S/Rule 144A Global Certificate is to be exchanged for individual certificates, such individual certificates shall be issued in equal number to the number of Certificates represented by this Regulation S/Rule 144A Global Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg or the relevant clearing system, to the Principal Certificate Agent of such information as is required to complete and deliver such individual certificates (including, without limitation, the names and addresses of the persons in whose names the individual certificates are to be registered and the number or nominal amount of each such person's holding) against the surrender of this Regulation S/Rule 144A Global Certificate at the specified office of the Principal Certificate Agent. Such exchange shall be effected in accordance with the provisions of the English Law Agency Agreement and the regulations concerning the transfer and registration of Certificates scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Principal Certificate Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Principal Certificate Agent has its specified office.

This Regulation S/Rule 144A Global Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication herein shall have been signed by or on behalf of Bank of America, N.A. (operating through its London Branch).

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Certificate.

This Regulation S/Rule 144A Global Certificate does not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Regulation S/Rule 144A Global Certificate, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Regulation S/Rule 144A Global Certificate, and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Regulation S/Rule 144A Global Certificate and its formation) shall be governed by, and construed in accordance with, English law.

[This Regulation S/Rule 144A Global Certificate shall be signed by any [authorised representative of Merrill Lynch B.V.][authorised signatory of Merrill Lynch International & Co. C.V.]]

IN WITNESS whereof the Issuer has caused this Global Certificate to be executed on its behalf.

[MERRILL LYNCH B.V./MERRILL LYNCH INTERNATIONAL & CO. C.V. (acting by its general partner ML Cayman Holdings Inc.)]

By:

[Authorised Representative][Authorised Signatory][●]

This Regulation S/Rule 144A Global Certificate is authenticated by or on behalf of [Bank of America, N.A. (operating through its London Branch).]/[Bank of America, N.A.]

By:

Authorised Signatory

[By:

Authorised Signatory]

[The Final Terms for each series of Certificates shall be attached to this Regulation S/Rule 144A Global Certificate.]

[FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this
Regulation S/Rule 144A Global Certificate, hereby transfers
to.....
.....of.....
.....
....., [amount] Certificates due [settlement] (the "**Certificates**")
of [Merrill Lynch B.V./ Merrill Lynch International & Co. C.V.] (the "**Issuer**") and irrevocably
requests and authorises Bank of America Europe DAC in its capacity as Registrar in relation to the
Certificates (or any successor to Bank of America Europe DAC in its capacity as such) to effect the
relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:

(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Principal Certificate Agent may require.
- (c) Any transfer of Certificates shall be in an amount equal to the number of Certificates represented by the Global Certificate.]

SCHEDULE

NUMBER OF CERTIFICATES

The following records the number of Certificates represented by this Regulation S/Rule 144A Global Certificate:

Date	Reason for change in the number of Certificates (further issue, exercise or purchase and cancellation)	Number of Certificates issued pursuant to a further issue or exercised or purchased and cancelled by the Issuer	Number of Certificates represented by this Regulation S/Rule 144A Global Certificate following such further issue, exercise or purchase and cancellation	Notation made by or on behalf of the [Principal] [U.S.] Certificate Agent

SCHEDULE 13

FORM OF MLBV/MLICo. GUARANTEE

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, BANK OF AMERICA CORPORATION, a Delaware corporation ("**BAC**"), hereby irrevocably, fully and unconditionally guarantees (the "**Guarantee**") to the holders (the "**Holders**") of Warrants and Certificates (other than in respect of Secured Instruments (as defined in the English Law Agency Agreement (defined below)), which are not guaranteed) ("**MLICo. Guaranteed Instruments**") issued from time to time on or after the date hereof by Merrill Lynch International & Co. C.V., a limited partnership of unlimited duration organised under the laws of Curaçao ("**MLICo**") (acting by its general partner ML Cayman Holdings Inc.), and Notes, Certificates and Warrants (other than in respect of Secured Instruments, which are not guaranteed) ("**MLBV Guaranteed Instruments**" and together with the MLICo. Guaranteed Instruments, the "**Guaranteed Instruments**") issued from time to time on or after the date hereof by Merrill Lynch B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands ("**MLBV**" and, together with MLICo., the "**Issuers**" and each, an "**Issuer**"), in each case under the terms of the English Law Agency Agreement dated May 13, 2022 (as the same may be amended, supplemented and/or restated from time to time in accordance with the terms thereof, the "**English Law Agency Agreement**") among BAC, MLB, MLICo. and the Agents (as defined therein), as primary obligor and not merely as surety, on an unsecured basis, (a) the due and punctual payment (whether at stated maturity, upon redemption, repayment or acceleration, or otherwise) of the principal of (and premium, if any, on) and any interest and all other amounts due and payable by the relevant Issuer as obligor in respect of each such Guaranteed Instrument and (b) subject as provided below, the due and punctual delivery of non-cash consideration deliverable by the relevant Issuer as obligor in respect of each such Guaranteed Instrument, in each case pursuant to and in accordance with the Conditions (as defined in the English Law Agency Agreement) of such Guaranteed Instruments. Upon failure by the relevant Issuer to punctually pay any such amount or, subject as provided below, deliver any such non-cash consideration when due, the Guarantor shall forthwith on demand pay the amount not so paid or, subject as provided below, deliver the non-cash consideration not so delivered at the same place and in the same manner specified that applies to payments or deliveries of non-cash consideration made by the relevant Issuer under such Guaranteed Instruments. This Guarantee is one of payment and not of collection.

For the avoidance of doubt, any Series of Guaranteed Instruments originally issued by the relevant Issuer pursuant to a guarantee issued by BAC prior to the date hereof (each, an "**Original Guarantee**"), and any Guaranteed Instruments issued on or after the date hereof which are expressed to be consolidated and form a single series with any Guaranteed Instruments issued prior to the date hereof, shall continue to be governed by, and construed in accordance with, the terms of such Original Guarantee. In addition, any Guaranteed Instruments issued on or after the date on which BAC has granted a subsequent guarantee of such Guaranteed Instruments (in respect of which such Guaranteed Instruments will have the benefit) shall not have the benefit of this Guarantee (save (i) in relation to any Tranche of Guaranteed Instruments which are expressed to be consolidated and form a single series with any Tranche(s) of Guaranteed Instruments which have the benefit of this Guarantee, and/or (ii) if expressly so provided in any such subsequent guarantee and/or applicable Conditions (including, without limitation, the Final Terms) of the Guaranteed Instruments).

Notwithstanding that under the terms of the Guaranteed Instruments either (i) the relevant Issuer has the right (whether or not exercised) to vary the type of consideration due and payable or deliverable to a Holder or (ii) a Holder has the right (whether or not exercised) to vary the type of consideration due and payable or deliverable to it or (iii) the relevant Issuer is obligated to deliver non-cash consideration to Holders when the same shall become due and deliverable, BAC shall at all times have the right, at its sole and unfettered discretion, to elect not to deliver or procure delivery of the Entitlement to the Holders of such Guaranteed Instruments when the same shall become due and deliverable, but, in lieu thereof, to pay an amount in cash equal to the Guaranteed Cash Settlement Amount (calculated pursuant to the terms of, or as specified in, the Conditions and the Final Terms prepared with respect to such Guaranteed Instruments). Any payment of the Guaranteed Cash Settlement Amount in lieu of the Entitlement shall constitute a complete discharge of BAC's obligations in respect of such Guaranteed Instruments.

The obligations of BAC hereunder are unconditional, absolute and irrevocable and, without limiting the generality of the foregoing, will not be released, discharged, or otherwise affected or impaired by: (a) any extension, renewal, settlement, compromise, waiver, release, or moratorium in respect of any obligation of the relevant Issuer under any Guaranteed Instrument, in whole or in part, by operation of law or otherwise; (b) any waiver or consent, modification or amendment of or supplement to any Guaranteed Instrument; (c) any change in the corporate existence, structure or ownership of the relevant Issuer (whether by way of consolidation, amalgamation, merger, transfer, sale, lease, conveyance or otherwise), or any insolvency, bankruptcy, receivership, reorganization or other similar proceeding affecting the relevant Issuer or its assets or any resulting release or discharge of any obligation of the relevant Issuer contained in any Guaranteed Instrument; (d) the existence of any claim, counterclaim, set off, recoupment or other rights or defenses which BAC may have at any time against the relevant Issuer or any other person or entity, whether in connection with the Guaranteed Instruments or any unrelated transactions, provided that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim; (e) the absence of any action to enforce any of the relevant Issuer's obligations with respect to any Guaranteed Instrument; (f) any invalidity, irregularity or unenforceability relating to or against the relevant Issuer for any reason of any Guaranteed Instrument (except as may result from any applicable statute of limitations), or any provision of applicable law or regulation purporting to prohibit the payment by the relevant Issuer of the principal of or interest on any Guaranteed Instrument; (g) the rendering of any judgment against the relevant Issuer or any action to enforce the same; or (h) any act or omission to act or delay of any kind by the relevant Issuer or any other person or entity or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to BAC's obligations hereunder (other than the indefeasible payment in full of all of BAC's obligations hereunder).

BAC's obligations under this Guarantee with respect to any Guaranteed Instruments will remain in full force and effect until the principal of (and premium, if any, on) and any interest and all other amounts due and payable by the relevant Issuer on such Guaranteed Instrument have been paid in full. If at any time any due and punctual payment of the principal of (and premium, if any, on) or any interest or other amount payable by the relevant Issuer on any Guaranteed Instrument is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, receivership or reorganization of the relevant Issuer or otherwise, BAC's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

BAC hereby irrevocably waives diligence; acceptance; presentment; demand; protest; notice of protest; notice of acceleration; notice of dishonor; any notice not provided for herein; filing of claims with any court in the event of insolvency or bankruptcy of the relevant Issuer; and any right to require a proceeding first against the relevant Issuer or any other entity or person.

Upon making any payment or delivery of non-cash consideration with respect to any obligation of the relevant Issuer under this Guarantee, BAC shall be subrogated to the rights of the payee against the relevant Issuer with respect to such obligation, provided that BAC may not enforce any right of subrogation with respect to such payment or delivery so long as any amount payable or deliverable by the relevant Issuer under any Guaranteed Instrument remains unpaid or not delivered.

If acceleration of the time for payment of any amount payable or deliverable by MLBV on the Notes guaranteed hereunder is stayed upon the insolvency, bankruptcy, receivership or reorganization of the relevant Issuer, all such amounts or non-cash consideration otherwise subject to acceleration under the Conditions of such Notes are nonetheless payable or deliverable by BAC hereunder forthwith on demand by the Holders.

Notwithstanding anything to the contrary in this Guarantee, BAC, and by its acceptance of a Guaranteed Instrument, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee not constitute a fraudulent conveyance under applicable fraudulent conveyance, fraudulent transfer or similar provisions of the United States Bankruptcy Code or any comparable provision of U.S. state law. To effectuate that intention, the Holders and BAC hereby irrevocably agree that the obligations of BAC under the Guarantee are limited to the maximum amount that would not render BAC's obligations subject to avoidance under applicable fraudulent conveyance, fraudulent transfer or similar provisions of the United States Bankruptcy Code or any comparable provision of U.S. state law.

Any demand upon BAC hereunder with respect to this Guarantee shall be made by the relevant Holder by the giving of written notice of such demand to BAC at Bank of America Corporation, Bank of America Corporate Center, Attention: Corporate Treasury— Global Funding Transaction

Management, NC1-007-06-10, 100 North Tryon Street, Charlotte, North Carolina 28255-0065, U.S.A., with a copy sent to BAC at Bank of America Corporation, Legal Department, Attention: General Counsel, NC1-027-18-05, 150 North College Street, Charlotte, North Carolina 28255-0065, U.S.A.; provided, however, that delay in making such demand shall in no event affect BAC's obligations under this Guarantee.

BAC hereby represents and warrants to the Holders of the Guaranteed Instruments that this Guarantee constitutes the valid and binding obligation of BAC and is enforceable in accordance with its terms.

This Guarantee shall not be valid or become obligatory for any purpose with respect to any Guaranteed Instrument until the Global Note, the Individual Note Certificate, the Global Certificate, the individual certificate, the Global Warrant or the individual warrant certificate, as applicable, shall have been authenticated and delivered as provided in the English Law Agency Agreement.

Terms and expressions defined in the applicable Conditions shall have the same meanings when used in this Guarantee, except where the context otherwise requires.

This Guarantee may be terminated at any time by written notice by BAC to the relevant Issuer, and shall be effective upon receipt of such notice by the relevant Issuer or such later date as may be specified in such notice; provided, however, that notwithstanding any such termination, this Guarantee shall continue in full force and effect with respect to any payment obligations of the relevant Issuer under any Guaranteed Instruments covered by this Guarantee already in issue at the date of such termination being effective.

This Guarantee will terminate upon the merger of the relevant Issuer with and into BAC.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

The Guaranteed Instruments are governed by, and construed in accordance with, English law, and the Issuers have submitted to the exclusive jurisdiction of the English courts for the purposes of determining any legal action or proceeding relating thereto. BAC has not submitted to the jurisdiction of the English courts for any such purpose, and any legal action or proceedings arising out of or relating to this Guarantee shall be subject to the exclusive jurisdiction of the U.S. federal or state court in the Borough of Manhattan in the City and State of New York.

This Guarantee shall expire and is no longer effective once all amounts payable on or in respect of the Guaranteed Instruments have been paid in full.

IN WITNESS WHEREOF, BAC has caused this Guarantee to be executed in its corporate name by its duly authorized representative effective as of May 13, 2022.

BANK OF AMERICA CORPORATION

By: _____

Name: _____

Title: _____

SCHEDULE 14

ADDITIONAL DUTIES OF THE PRINCIPAL PAYING AGENT

In relation to each Series of Notes that are intended to be held under the New Safekeeping Structure, the Principal Paying Agent will comply with the following provisions:

1. The Principal Paying Agent will inform each of Euroclear and Clearstream, Luxembourg (the "**ICSDs**"), through the common service provider appointed by the ICSDs to service the Notes (the "**CSP**"), of the initial issue outstanding amount ("**IOA**") for each Tranche on or prior to the relevant Issue Date.
2. If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers' interest in the Notes, the Principal Paying Agent will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the CSP) to ensure that the IOA of the Notes remains at all times accurate.
3. The Principal Paying Agent will at least once every month reconcile its record of the IOA of the Notes with information received from the ICSDs (through the CSP) with respect to the IOA maintained by the ICSDs for the Notes and will promptly inform the ICSDs (through the CSP) of any discrepancies.
4. The Principal Paying Agent will promptly assist the ICSDs (through the CSP) in resolving any discrepancy identified in the IOA of the Notes.
5. The Principal Paying Agent will promptly provide to the ICSDs (through the CSP) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
6. The Principal Paying Agent will (to the extent known to it) promptly provide to the ICSDs (through the CSP) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
7. The Principal Paying Agent will (to the extent known to it) promptly provide to the ICSDs (through the CSP) copies of all information that is given to the holders of the Notes.
8. The Principal Paying Agent will promptly pass on to MLBV all communications it receives from the ICSDs directly or through the CSP relating to the Notes.
9. The Principal Paying Agent will (to the extent known to it) promptly notify the ICSDs (through the CSP) of any failure by MLBV to make any payment or delivery due under the Notes when due.

SCHEDULE 15

FORM OF INVESTOR REPRESENTATION LETTER

To: [BofA Securities, Inc.] *[Name of applicable permitted dealer in the United States, in the case of Rule 144A Global Instruments held through DTC, or other applicable permitted dealer, in the case of Rule 144A Global Instruments held through Euroclear and/or Clearstream, Luxembourg or Regulation S/Rule 144A Global Instruments]* (the "**Dealer**")

Ladies and Gentlemen:

This letter (this "**Investor Representation Letter**") is being furnished to the Dealer or one of its affiliates acting on its behalf in connection with any requests from time to time made [by the undersigned (the "**Investor**") [by the undersigned (the "**Investor**") on its own behalf and on behalf of the funds, persons or entities specified on the Schedule hereto] to purchase pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") any instruments (the "**Rule 144A Instruments**") linked to various assets (the "**Underlying Assets**") to be issued by [Merrill Lynch International & Co. C.V.] [Merrill Lynch B.V.] (the "**Issuer**") and, in the case of Rule 144A Instruments which are not Secured Instruments, unconditionally and irrevocably guaranteed as to payment and non-cash delivery obligations pursuant to a guarantee (the "**MLBV/MLICo. Guarantee**") executed by Bank of America Corporation ("**BAC**"). As the context may require and except with respect to Secured Instruments and as otherwise noted, references herein to Rule 144A Instruments shall also include the MLBV/MLICo. Guarantee. For the avoidance of doubt, any reference herein to the MLBV/MLICo. Guarantee and to BAC as guarantor shall only be relevant with respect to Rule 144A Instruments which are not Secured Instruments. *[N.B. Delete references to the MLBV/MLICo. Guarantee and BAC throughout the Investor Representation Letter if the only Rule 144A Instruments to be issued under the relevant Investor Representation Letter are Secured Instruments.]*

Each time that the Investor purchases Rule 144A Instruments (a "**Purchase Request**"), the terms, provisions, representations and warranties contained in this Investor Representation Letter shall be applicable to such purchase. The Investor understands that the Dealer reserves the right to request periodically that the Investor execute a letter similar in form and substance to this Investor Representation Letter (or any successor version then used by the Dealer) as a condition to the Dealer honoring future Purchase Requests, although the Dealer does not anticipate that this would be more frequent than annually (absent an earlier material change of fact or applicable law).

In agreeing to sell the Rule 144A Instruments to the Investor, the Issuer, BAC and the Dealer will rely upon certain facts and upon the representations and warranties made by the Investor in this Investor Representation Letter. Through this Investor Representation Letter, the Investor will be deemed to confirm the accuracy of such facts, representations and warranties at the time of each applicable Purchase Request and resulting purchase of Rule 144A Instruments by the Investor or any other acquisition by it of Rule 144A Instruments.

The Investor hereby agrees, acknowledges and represents on the date hereof and upon each acceptance, purchase or other acquisition by it of any Rule 144A Instruments that:

1. it has all requisite power and authority to enter into, deliver and perform its obligations under this Investor Representation Letter and purchase and hold the Rule 144A Instruments; this Investor Representation Letter has been duly authorized, validly executed and delivered by it and constitutes its valid and legally binding agreement; such entrance into this Investor Representation Letter and its acquisition of and payment for any Rule 144A Instruments do not violate or conflict with any applicable law, any provisions of its constitutional documents, any regulation, order, judgment or decree of any court or other administrative or governmental agency applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets; and no consent, approval, authorization or order of any court or administrative or governmental authority or agency is required for it to purchase or hold the Rule 144A Instruments;

2. if purchasing for allocation to one or more funds, persons or entities specified on the Schedule hereto, it is acting as the duly authorized agent and/or the advisor with discretionary authority for such funds, persons or entities specified on the Schedule hereto; it has all requisite agency or discretionary investment power and authority to enter into this Investor Representation Letter on behalf of such funds, persons or entities specified on the Schedule hereto; and the representations and warranties herein are true and correct as they apply to each of such funds, persons or entities on the Schedule hereto at the time the commitment to purchase is undertaken;
3. it has been provided with copies of the term sheet relating to the applicable Tranche of Rule 144A Instruments, the applicable Offering Circular (the "**Offering Circular**"), a pro forma or a copy of the Final Terms to be dated or dated the issue date of the applicable Tranche of Rule 144A Instruments (the "**Final Terms**"), which upon issue shall complete, amend and supplement the Offering Circular in respect of the applicable Tranche of Rule 144A Instruments, and any other information as it deems necessary in order to make its investment decision (or it was afforded the opportunity to obtain such documents and information and has not taken the opportunity to do so). The summary of certain terms of the applicable Tranche of Rule 144A Instruments as set forth in this Investor Representation Letter and the term sheet is qualified in its entirety by the more detailed statement thereof in the Offering Circular and the Final Terms;
4. (a) it has valid business purposes in purchasing the Rule 144A Instruments, including managing the risks of its portfolio, and (b) the Issuer and BAC have provided it with an opportunity to inquire concerning the terms of the Rule 144A Instruments and it has concluded (if necessary, in conjunction with its own legal, tax, accounting, regulatory, investment and other professional advisors) that its investment in the Rule 144A Instruments is suitable in light of its own investment objectives, financial capabilities and expertise;
5. it understands that an investment in the Rule 144A Instruments is subject to a high degree of complex risks which may arise without warning, may at times be volatile, and that losses may occur quickly and in unanticipated magnitude and may result in the loss of the entire investment;
6. the Rule 144A Instruments that are not Secured Instruments are unsecured and unsubordinated obligations of the Issuer; the Rule 144A Instruments that are Secured Instruments are unsubordinated obligations of the Issuer, secured in respect of the relevant Collateral Assets (as defined in the Offering Circular); and the MLBV/MLICo. Guarantee is an unsecured and unsubordinated obligation of BAC; the Rule 144A Instruments are subject to the credit risk of the Issuer and, if applicable, BAC, and the MLBV/MLICo. Guarantee is subject to the credit risk of BAC; and neither the Rule 144A Instruments nor the MLBV/MLICo. Guarantee will have the protection of any insurance scheme in any jurisdiction;
7. none of the Issuer, BAC the Dealer and any of their respective affiliates is making, or has made, any representation to it with respect to the merits of an investment in the Rule 144A Instruments;
8. it has relied on publicly available information concerning the Underlying Assets and that in issuing the Rule 144A Instruments, none of the Issuer, BAC and any of their respective affiliates (i) has acted as a fiduciary of or advisor to it, or has provided any information to it, regarding the financial condition of the Underlying Assets, including the creditworthiness thereof, or any credit ratings applicable to the Underlying Assets, (ii) has made diligence inquiries with respect to such matters, or (iii) makes any representation as to the accuracy or adequacy of any publicly-available information with respect to the Underlying Assets; and the sale of the Rule 144A Instruments to it is not a recommendation or investment advice by the Issuer, BAC or any of their respective affiliates to purchase the Rule 144A Instruments;

9. if purchasing Rule 144A Instruments which have been issued prior to the Investor's date of purchase which the Dealer (or any affiliate or subsidiary of the Dealer) has been holding from time to time on its own account ("**Inventory Securities**"), it acknowledges and accepts that (a) disclosure in relation to the Underlying Assets may be out of date and none of the Issuer, BAC, the Dealer and any of their respective affiliates shall provide any updated information thereon, and (b) any sale of the Inventory Securities shall not, under any circumstances, create any implication whatsoever that there has been no change in the situation or condition of the Issuer or BAC, or no change in the Underlying Assets since the date of the applicable Final Terms, which might have an adverse effect on the pay-out and/or value of the relevant Inventory Securities;
10. each of the Issuer, BAC and their respective affiliates may have business relationships with the issuers of the Underlying Assets and that, in the course of such relationships, the Issuer, BAC or any of their respective affiliates may at the date hereof or at any time hereafter come into possession of material, non-public information regarding the issuers of the Underlying Assets; such information could be either favorable or unfavorable with respect to the issuers of the Underlying Assets and, if known to it, might change its view of the merits of an investment in the Rule 144A Instruments; the Rule 144A Instruments do not create any obligation on the part of the Issuer, BAC or any of their respective affiliates to disclose any such business relationships or information (whether or not confidential); it would not be proper for the Issuer, BAC or any of their respective affiliates to inform any Investor either of the nature of or the fact that they were in possession of any such knowledge; and none of the Issuer, BAC and any of their respective affiliates shall be liable to it by reason of any such non-disclosure;
11. it understands that the Issuer, BAC and their respective affiliates may from time to time engage in business, directly or indirectly, with the issuers of the Underlying Assets, including extending loans to, or making equity investments in, such issuer or providing depository services, investment banking or investment advisory services to such issuer, including merger and acquisition advisory services; that affiliates of the Issuer and BAC may publish research reports with respect to such issuer of the Underlying Assets that at or after the time of sale of the Rule 144A Instruments may contain negative views on the issuer of the Underlying Assets, and may recommend that investors sell shares of the issuer of the Underlying Assets held by them; and that in selling Rule 144A Instruments to it, none of the Issuer, BAC and any of their respective affiliates undertakes any obligation to take into consideration its interests as a holder of Rule 144A Instruments in the course of their business dealings with the issuer of the Underlying Assets or in connection with the issuance of research reports;
12. it does not have, at the time it purchases or receives the Rule 144A Instruments or at the time it resells, transfers or exercises the Rule 144A Instruments, any material, non-public information regarding the relevant issuer of the Underlying Assets, if any;
13. it is not:
 - (a) a country, territory, individual or entity named on any publicly available list of known or suspected terrorists, terrorist organizations or other sanctioned persons or entities, or an individual or entity that resides or has a place of business in a country or territory named on such lists, issued by the U.S. government, including, without limitation, those lists administered by the Office of Foreign Assets Control, and the undersigned has established procedures to identify clients on such lists; or
 - (b) a "Foreign Shell Bank" as defined in the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "**USA Patriot Act**"), a foreign bank operating under an "Offshore Banking License" (as defined in the USA Patriot Act), a foreign bank operating in a non-cooperative Financial Action Task Force jurisdiction, or a foreign bank operating

in an industry or jurisdiction designated as of primary money laundering concern by the U.S. Secretary of the Treasury;

14. it is deemed to have made all the acknowledgements, representations and agreements, to the extent not set forth in this Investor Representation Letter, contained in the Offering Circular under "Notice to Purchasers and Holders of Instruments and Transfer Restrictions—Notes issued by MLBV and W&C Instruments";
15. (a) (i) it is aware that the sale of the Rule 144A Instruments and the MLBV/MLICo. Guarantee to it is being made in reliance on Rule 144A under the Securities Act and understands that neither the Rule 144A Instruments nor the MLBV/MLICo. Guarantee have been or will be registered under the Securities Act or any other applicable securities law;
 - (i) it is a Qualified Institutional Buyer, as defined in Rule 144A ("**QIB**"), and a Qualified Purchaser ("**QP**"), as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**") and will advise the Issuer and BAC if for any reason it ceases to be such a QIB or QP as of the issue date or any other date of acquisition of the Rule 144A Instruments;
 - (ii) it is not a dealer as described in Rule 144A(a)(1)(ii) that owns and invests on a discretionary basis less than U.S.\$25,000,000 in securities of issuers that are not affiliated persons of such dealer;
 - (iii) it is not a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan, such as a participant-directed 401(k) plan;
 - (iv) if it is an investment company excepted from the 1940 Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof (or a foreign investment company under Section 7(d) thereof relying on Section 3(c)(1) or Section 3(c)(7) thereof with respect to its U.S. holders) and was formed on or before 30 April 1996, it has received the consent of those of its beneficial owners who acquired their interests on or before 30 April 1996 with respect to its treatment as a QP in the manner required by Section 2(a)(51)(C) of the 1940 Act and the rules thereunder;
 - (v) it is purchasing the Rule 144A Instruments for its own account or for the accounts of one or more persons, each of whom meets all of the requirements of this paragraph 15;
 - (vi) it was not formed, reformed or recapitalised for the purpose of investing in the Rule 144A Instruments or other securities of the Issuer unless each of its beneficial owners is both a QIB and QP who was not so formed;
 - (vii) it has not invested more than 40 per cent. of its assets in the Rule 144A Instruments and/or other securities of the relevant Issuer after giving effect to the purchase of the Rule 144A Instruments unless each of its beneficial owners is both a QIB and QP;
 - (viii) it is not a partnership, common trust fund or corporation, special trust, pension fund or retirement plan, or other entity, in which the partners, beneficiaries, beneficial owners, participants, shareholders or other equity owners, as the case may be, may designate the particular investment to be made, or the allocation thereof, unless all such partners,

beneficiaries, beneficial owners, participants, shareholders or other equity owners are both QIBs and QPs;

- (ix) it and each account for which it is purchasing or otherwise acquiring the Rule 144A Instruments (or any beneficial interest therein) must subscribe for, hold and transfer a minimum number of Rule 144A Instruments valued in an amount of at least U.S.\$100,000 (or its equivalent in any other currency); and
 - (x) unless both (I) it represents that its purchase, holding and disposition of the Rule 144A Instruments are eligible for exemptive relief under, or are otherwise not prohibited by, Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") (or any substantially similar U.S. federal, state, local or non-U.S. law) and (II) an opinion of counsel or other comfort satisfactory to the Issuer and BAC is delivered to the Issuer and BAC which affirms that none of the acquisition, purchase or holding of any Instrument would cause any assets of the Issuer to be treated as "plan assets" for the purposes of ERISA or any regulation thereunder (or any substantially similar U.S. federal, state or non-U.S. law), it is not, and is not a fiduciary investing assets of or on behalf of, (i) an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA); (ii) a plan (as defined in Section 4975(e)(1) of the Code) that is subject to section 4975 of the Code; (iii) an entity whose assets include assets of a plan described in (i) or (ii) above by reason of such a plan's investment in the entity under 29 C.F.R. § 2510.3-101 as modified by Section 3(42) of ERISA or otherwise; or (iv) a governmental, church or non-U.S. plan that is subject to any U.S. federal, state, local or non-U.S. law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code;
- (b) it understands that the Issuer from time to time may receive a list of participants holding positions in its Rule 144A Instruments from one or more book-entry depositories;
- (c) it intends to acquire and hold the Rule 144A Instruments for its own account or for the account of the funds, persons or entities specified on in the Schedule hereto and not with a view to distribute, resale or transfer the Rule 144A Instruments;
- (d) it understands and acknowledges that neither the Issuer nor BAC has been or will be registered as an investment company under the 1940 Act and the Rule 144A Instruments are being sold to it in accordance with the requirements of Section 3(c)(7) of the 1940 Act;
- (e) it is not acting with the intention of evading, either alone or in conjunction with any other person, the requirements of the Securities Act or the 1940 Act;
- (f) it understands and acknowledges that none of the Rule 144A Instruments, the MLBV/MLICo. Guarantee and certain of the Underlying Assets constitute, or have been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act of 1936, as amended (the "**CEA**"), and trading in the Rule 144A Instruments has not been and will not be approved by the U.S. Commodity Futures Trading Commission under the CEA;
- (g) with respect to the initial sale of Rule 144A Instruments to it and any future offer, sale, reoffer, resale, pledge, trade or other transfer or delivery of the Rule 144A Instruments by it, it understands that such initial sale and any such subsequent transfer of the Rule 144A Instruments is subject to the restrictions and conditions as set forth herein and in the Offering Circular, the Final Terms and the Rule 144A Instruments (including the legends thereon); and it agrees it meets and is bound by such restrictions and conditions, and that

it will not offer, sell, reoffer, resell, trade, pledge, or otherwise transfer or deliver any Instrument or interest therein except to or through the Issuer or the Dealer (i) in accordance (A) with such restrictions and conditions and (B) the Amended and Restated English Law Agency Agreement dated 13 May 2022 among *inter alia* the Issuer, Merrill Lynch B.V., BAC and the Instrument Agents named therein (as amended, supplemented or restated from time to time, the "**English Law Agency Agreement**") and (ii) in compliance with Section 3(c)(7) of the 1940 Act and Rule 144A to a person which is a "U.S. person" as defined by Regulation S under the Securities Act, that is a QIB and a QP who satisfies the criteria set forth in item (a) above;

- (h) it will provide notice of applicable transfer restrictions to any subsequent transferee and such transferee shall concurrently with its purchase execute and deliver, and remain in compliance with, an investor representation letter in substantially the same form as this Investor Representation Letter;
- (i) it agrees and acknowledges on behalf of itself and on behalf of the funds, persons or entities specified on the Schedule hereto that in the event at any time the Principal Instrument Agent or U.S. Instrument Agent (each as defined in the English Law Agency Agreement) determines or is notified by the Issuer, BAC or any of their respective affiliates that (i) a sale or transfer or attempted or purported sale or transfer of any interest in an Instrument was consummated on the basis of an incorrect form, representation or certification from the transferee in question or (ii) the transferee in question is in breach at the time given of any representation, certification or agreement set forth in any certificate or investor representation letter or any deemed representation, certification or agreement, the purported transfer shall be absolutely null and void *ab initio* and shall not vest any rights in such purported transferee (being in such case, a "**Disqualified Transferee**"), notwithstanding any instructions to the contrary to the Issuer, BAC, the Instrument Agent (as defined in the English Law Agency Agreement) or any intermediary, and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a Holder thereof retroactively to the date of transfer of such interest by such Holder or the Issuer may require such Disqualified Transferee to sell or transfer such interest to a permitted transferee meeting the requirements above;
- (j) it agrees and acknowledges that the Issuer, BAC and others will rely on the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer and BAC; and
- (k) it agrees that this Investor Representation Letter shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to principles of conflicts of laws, and the provisions hereof shall be binding upon the successors and assigns of the undersigned. It, and any funds, persons or entities specified on the Schedule hereto, each hereby submits to the jurisdiction of the U.S. federal court in the Borough of Manhattan in the City and State of New York, United States, with respect to any litigation relating to this Investor Representation Letter.

The acknowledgements, representations and agreements contained in this Investor Representation Letter are given by the Investor on behalf of itself and (where so specified) each of the funds, persons or entities specified on the Schedule hereto to the Dealer for its benefit and as trustee for the benefit of the Issuer and BAC together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, the Issuer or BAC (the "**Beneficiaries**"). Accordingly, this Investor Representation Letter may also be relied on by any of the Beneficiaries as if it had also been addressed to them. No investigation, acknowledgement or acceptance of this Investor Representation Letter shall be required from or on behalf of any of the Dealer and the Beneficiaries in order for it to rely on the contents of this Investor Representation Letter.

This Investor Representation Letter may be executed in counterparts.

[Name of Investor]

For itself and on behalf of itself and each of the
funds, persons or entities specified in the Schedule hereto.

By: _____

Name:

Schedule

[List of full legal names of relevant funds, persons and/or entities to be completed by the Investor]

SCHEDULE 16

FORM OF DEED POLL

THIS DEED POLL is made on [13] May 2022 by Merrill Lynch International & Co. C.V., a Curaçao limited partnership of unlimited duration ("**MLICo.**"), Merrill Lynch B.V., a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law ("**MLBV**" and together with MLICo., the "**Issuers**" and each, an "**Issuer**") and Bank of America Corporation, a Delaware corporation ("**BAC**"), in favour of Holders and prospective purchasers (each term as defined below).

WHEREAS:

- (A) The Issuers have established a Programme relating to the offering and sale of instruments (referred to herein as Rule 144A Instruments) of the Issuer on the terms and conditions set forth in the offering circular dated 13 May 2022 as revised, amended and/or supplemented from time to time (the "**Programme**").
- (B) Rule 144A Instruments (other than Secured Instruments) issued under the Programme have the benefit of the guarantee of the Issuer's payment and non-cash delivery obligations under such Rule 144A Instruments.
- (C) Each of the Issuers and BAC (only in respect of Rule 144A Instruments which are not Secured Instruments), in order to ensure compliance with Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**"), in connection with resales of Rule 144A Instruments, have agreed to comply with the information delivery requirements of Rule 144A(d)(4) under the Securities Act.
- (D) Each of the Issuers and BAC (only in respect of Rule 144A Instruments which are not Secured Instruments) further intend to allow Holders to enforce any obligations of each Issuer and BAC (only in respect of Rule 144A Instruments which are not Secured Instruments) under the Programme in respect of such information delivery requirements.

NOW THIS DEED WITNESSES AS FOLLOWS and is made by way of deed poll:

Capitalised terms used but not defined herein shall have the same meanings given to them in the Amended and Restated English Law Agency Agreement dated 13 May 2022 as revised, amended and/or supplemented from time to time in respect of the Programme.

1. FURNISHING OF INFORMATION

- (a) Each of the Issuers hereby undertakes that so long as any of the Rule 144A Instruments are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, during any period when it is not subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, it will provide to each holder or beneficial owner (a "**Holder**") of such restricted securities, to each prospective purchaser (as designated by such Holder) and to the relevant Dealer, upon the request of such Holder, prospective purchaser or relevant Dealer, the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act and will otherwise comply with the requirements of Rule 144A(d)(4) under the Securities Act.
- (b) BAC hereby undertakes that so long as any of the Rule 144A Instruments which are not Secured Instruments are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, during any period when it is not subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the Exchange Act, or it is not exempt from such reporting requirements pursuant to and

in compliance with Rule 12g3-2(b) under the Exchange Act, it will provide to each Holder of such restricted securities, to each prospective purchaser (as designated by such Holder) and to the relevant Dealer, upon the request of such Holder, prospective purchaser or relevant Dealer, the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act and will otherwise comply with the requirements of Rule 144A(d)(4) under the Securities Act.

2. **GOVERNING LAW**

- (a) This Deed Poll and any non-contractual obligations arising out of or in connection with it (including without limitation any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed Poll and its formation) shall be governed by, and construed in accordance with, English law.
- (b) In relation to any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non-contractual or otherwise) arising out of or in any way relating to this Deed Poll, (the "**Proceedings**"), the courts of England have exclusive jurisdiction.
- (c) Each of the Issuers, BAC and the Holders irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- (d) Each of the Issuers and BAC irrevocably appoints Bank of America, National Association, London Branch at 2 King Edward Street, London, EC1A 1HQ, United Kingdom (Att: General Counsel EMEA) as its authorised agent in England to receive service of process in any Proceedings and agrees that, in the event of its ceasing so to act, each of the Issuers and BAC will appoint such other person for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.

3. **INVALIDITY AND SEVERABILITY**

(a) **Invalidity, Illegality or Unenforceability**

If any provision of this Deed is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way thereby.

(b) **Severability**

If any provision of this Deed Poll shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Deed Poll and shall be deemed to be deleted from this Deed Poll and the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS whereof this document has been executed as a deed poll on behalf of the Issuers and BAC.

SIGNED for and on behalf of
MERRILL LYNCH B.V.

By: _____
Name:
Title: Authorised Representative

SIGNED for and on behalf of
MERRILL LYNCH INTERNATIONAL & CO. C.V.
Acting by its general partner ML Cayman Holdings Inc.

By: _____
Name:
Title:

Executed as a deed
by **BANK OF AMERICA CORPORATION**
as **Guarantor**

By: _____
Name:
Title:

SCHEDULE 17

PART 1

FORM OF FINAL TERMS FOR NOTES

FORM OF FINAL TERMS OF THE NOTES

[IMPORTANT - PROHIBITION OF SALES TO EEA RETAIL INVESTORS - 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 ("EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended or superseded ("MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended or superseded (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]¹

[IMPORTANT - PROHIBITION OF SALES TO UK RETAIL INVESTORS - 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 UK (as defined below). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA (as defined below) and the regulations made under the EUWA; (ii) a customer within the meaning of the provisions of the FSMA (as defined below) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]²

[PROHIBITION OF OFFERING AND MARKETING TO SWISS PRIVATE CLIENTS - The Notes are not intended to be offered, sold, marketed or otherwise made available to and shall not be offered, sold, marketed or otherwise made available to any private client in Switzerland other than in the context of a portfolio management agreement within the meaning of article 58(2) of the Swiss Financial Services Act ("FinSA") and article 83 of the Swiss Financial Services Ordinance ("FinSO"). No [simplified prospectus or]³ key information document within the meaning of article 58 FinSA (or equivalent document) has been prepared with respect to the Notes.]⁴

[Notification under Section 309B(1) of the Securities and Futures Act 2001 (the "SFA"): The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁵

[Notification under Section 309B(1) of the Securities and Futures Act 2001 (the "SFA"): The Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of

¹ Include where the Notes will not be offered, sold or otherwise made available to any retail investor in the European Economic Area.

² Include where the Notes will not be offered, sold or otherwise made available to any retail investor in the United Kingdom.

³ Remove reference to "simplified prospectus" if Notes are offered and marketed after 31 December 2022.

⁴ Include where the Notes are being offered and marketed in or into Switzerland only to professional or institutional clients, and where no simplified prospectus or Swiss key investor document (or equivalent document) is available.

⁵ Applicable where offers are made under Section 275(1A) of the Securities and Futures Act 2001, as designated in the relevant Singapore selling restrictions in the documents for the relevant Notes and such Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁶

[Date]

[BANK OF AMERICA CORPORATION] [BOFA FINANCE LLC] [MERRILL LYNCH B.V.]

LEI: [9DJT3UXIJZJI4WYO774] [549300CGZYSEY3ZSIW16] [549300RQ1D1WIE085245]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

Note, Warrant and Certificate Programme

[unconditionally and irrevocably guaranteed as to payment [and delivery]⁷ obligations by Bank of America Corporation]⁸

[Include the following warning for all Notes where capital is at risk:

INVESTING IN THE NOTES PUTS YOUR CAPITAL AT RISK. YOU MAY LOSE SOME [OR ALL] OF YOUR INVESTMENT.]

The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area (each, a "**Member State**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended or superseded, the "**EU Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes in that Member State may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in the United Kingdom (the "**UK**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") and regulations made under the EUWA (the "**UK Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes in the UK may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

[Neither this document nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to the Swiss Financial Services Act ("**FinSA**") and neither this document nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland, except in instances where such

⁶ Applicable where offers are made under Section 275(1A) of the Securities and Futures Act 2001, as designated in the relevant Singapore selling restrictions in the documents for the relevant Notes and such Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

⁷ Delete for Notes issued by BofA Finance.

⁸ Remove references to the Guarantor and the Guarantee if BAC is the Issuer or the Notes to be issued are Secured Notes. For fungible and straddle trades, references herein should reflect the applicable guarantee.

marketing, offering or distribution does not require the publication of a prospectus pursuant to the FinSA.⁹

The Notes [are unsecured and]¹⁰ are not and will not be savings accounts, deposits or obligations of, or otherwise guaranteed by, any bank. The Notes do not evidence deposits of Bank of America, N.A. or any other bank and are not insured by the U.S. Federal Deposit Insurance Corporation, the Deposit Insurance Fund or any other insurer or governmental agency or instrumentality.

[The Notes [and the relevant Guarantee] have not been and will not be registered under U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under any U.S. state securities laws. The Notes [and the relevant Guarantee] may not be offered, sold, resold, traded, transferred, pledged, delivered or redeemed, directly or indirectly, within the United States of America (including the U.S. states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the "**United States**") or to, or for the account or benefit of, U.S. persons (as defined by Regulation S under the Securities Act) (other than distributors) except in accordance with Regulation S under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.]¹¹

[The Notes[, the relevant Guarantee] and, in certain cases, the Entitlement have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under any U.S. state securities laws and [none of the Notes] [neither the Notes nor the relevant Guarantee] may be offered, sold, resold, traded, transferred, pledged, delivered or redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, any U.S. person. For the purposes hereof, "**U.S. person**" has the meaning ascribed to it by Regulation S under the Securities Act.]¹²

[Each purchaser of Notes being offered within the United States or to, or for the account or benefit of, a U.S. person (as defined herein) is hereby notified that the offer and sale of such Notes is being made in reliance upon an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended (the "**Securities Act**") pursuant to Rule 144A ("**Rule 144A**") and the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"). [The MLBV/MLICo. Guarantee has not been and will not be registered under the Securities Act.] The Issuer will offer and sell Notes within the United States or to, or for the account or benefit of, a U.S. person through BofA Securities, Inc. or one of its affiliates, which in each case is a U.S. registered broker dealer, in private transactions exclusively to persons reasonably believed to be qualified institutional buyers (each a "**QIB**") as defined in Rule 144A who are also each a qualified purchaser (each a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the 1940 Act, and the rules thereunder, and who, as a condition to purchasing the Notes will enter into and remain in compliance with an Investor Representation Letter for the benefit of [BofA Securities, Inc.], [and] the Issuer [and Bank of America Corporation (the "**Guarantor**")]) (together with their respective affiliates and any persons controlling, controlled by or under common control with [BofA Securities, Inc.], [and] the Issuer [and the Guarantor]). The exercise of the Notes by, or for the account or benefit of, a U.S. person will be conditional upon such holder (and any person on whose behalf the holder is acting) being a QIB and a QP. See "Terms and Conditions of the Notes" and "Annex 11A - *Additional Terms and Conditions for Rule 144A Notes*" in the Offering Circular. Investors in the Notes will be deemed to have made or will be required to make certain representations and warranties in connection with purchasing the Notes. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" of the accompanying Offering Circular.

The Rule 144A Notes will be represented by a global note (a "**Rule 144A Global Note**"), which will be deposited with Bank of America, N.A. (operating through its London Branch), as common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or with the U.S. Paying Agent as a custodian for The Depository Trust Company ("**DTC**"), and will be exchangeable for Definitive Registered Notes in the limited circumstances described in the Rule 144A Notes. Beneficial interests in the Rule 144A Notes will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and

⁹ Include where Notes are marketed, offered or sold in or into Switzerland and in respect of Notes for which "Swiss Non-Exempt Public Offer" is specified as "No".

¹⁰ Include in the case of all Notes other than Secured Notes.

¹¹ Include for Notes issued by BAC and BofA Finance.

¹² Include in the case of Notes issued by MLBV other than Rule 144A Notes or Regulation S/Rule 144A Notes.

Clearstream, Luxembourg or DTC, as the case may be. The English Law Agency Agreement (as defined in the Conditions) provides that it and the Rule 144A Notes will be governed by, and construed in accordance with English Law. [The MLBV/MLICo. Guarantee is governed by, and construed in accordance with, the laws of the State of New York.]]¹³

[The Notes will be eligible for sale concurrently (a) in the United States or to, or for the account or benefit of, U.S. persons (as defined herein), in either case to qualified institutional buyers (each, a "**QIB**") as defined in Rule 144A ("**Rule 144A**") of the Securities Act, as amended (the "**Securities Act**") who are also qualified purchasers (each, a "**QP**") within the meaning of Section 3(a)(7) and as defined in Section 2(a)(51)(A) of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and the rules thereunder, and (b) outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act, in each case subject to the terms and conditions set forth herein and in the Conditions (described below) and the accompanying Offering Circular.

The Notes will be represented by a global note (a "**Regulation S/Rule 144A Global Note**") which will be deposited with Bank of America, N.A. (operating through its London Branch), as common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and will be exchangeable for Definitive Registered Notes in the limited circumstances described in the Regulation S/Rule 144A Global Note. Beneficial interests in the Notes will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream, Luxembourg. The English Law Agency Agreement (as defined in the Conditions) provides that it and the Notes will be governed by, and construed in accordance with, English law. [The relevant Guarantee is governed by, and construed in accordance with, the laws of the State of New York.]

Each purchaser of Notes being offered within the United States or to, or for the account or benefit of, a U.S. person (as defined herein) is hereby notified that the offer and sale of such Notes is being made in reliance upon an exemption from the registration requirements of the Securities Act pursuant to Rule 144A and the 1940 Act. [The MLBV/MLICo. Guarantee has not been and will not be registered under the Securities Act.] The Issuer will offer and sell Notes within the United States or to, or for the account or benefit of, a U.S. person through BofA Securities, Inc. or one of its affiliates, which in each case is a U.S. registered broker dealer, in private transactions exclusively to persons reasonably believed to be QIBs who are also each a QP, and who, as a condition to purchasing the Notes will enter into and remain in compliance with an Investor Representation Letter for the benefit of [BofA Securities, Inc.], [and] the Issuer [and Bank of America Corporation (the "**Guarantor**")]) (together with their respective affiliates and any persons controlling, controlled by or under common control with [BofA Securities, Inc.], [and] the Issuer [and the Guarantor]). The exercise of the Notes by, or for the account or benefit of, a U.S. person will be conditional upon such holder (and any person on whose behalf the holder is acting) being a QIB and a QP. See "*Terms and Conditions of the Notes*" and "*Annex 11A - Additional Terms and Conditions for Rule 144A Notes*" in the Offering Circular. Investors in the Notes will be deemed to have made or will be required to make certain representations and warranties in connection with purchasing the Notes. See "*Notice to Purchasers and Holders of Instruments and Transfer Restrictions*" of the accompanying Offering Circular.]¹⁴

[The Notes are being offered by Merrill Lynch International ("**MLI**") or BofA Securities Europe SA ("**BofASE**") subject to prior sale, when, as and if delivered to and accepted by MLI or BofASE and to certain other conditions. Notes sold in the United States will be sold through BofA Securities, Inc., a registered broker-dealer. MLI or BofASE reserves the right to withdraw, cancel or modify such offer and to reject orders in whole or in part.

No person is authorised to give any information or to make any representation not contained in or not consistent with this document or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, [the Guarantor,] the Principal Paying Agent or any other person. This document does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is

¹³ Include in the case of Rule 144A Notes issued by MLBV other than Regulation S/Rule 144A Notes.

¹⁴ Include in the case of Regulation S/Rule 144A Notes.

unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Notes or the distribution of this document in any jurisdiction where any such action is required.

The delivery of these Final Terms and the Offering Circular does not at any time imply that the information contained herein or in the Offering Circular concerning the Issuer [and/or the Guarantor] is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date indicated in the document containing the same. [None of][Neither] MLI[,], [nor] BofASE [and BofA Securities, Inc.] undertakes to review the financial condition or affairs of the Issuer [and/or the Guarantor] during the life of the Programme. Investors should review, *inter alia*, the most recently published annual financial statements, if any, of the Issuer [and the Guarantor] when deciding whether or not to purchase any Notes.

The Notes create options which are either exercisable by the relevant holder or which will be automatically exercised as provided herein. The Notes will be exercised or will be exercisable in the manner set forth herein and in the Offering Circular. The Notes are subject to restrictions on transfer. Holders of Notes may not transfer the Notes except as permitted under the Securities Act and applicable state securities laws and subject to the transfer restrictions set forth in the Offering Circular. Any transfer of a Rule 144A Note in the United States or to, or for the account or benefit of, a U.S. person must be made to or through the Issuer or the Dealer to a person that is a QIB/QP that executes an Investor Representation Letter and otherwise in accordance with the applicable transfer restrictions set forth in the Offering Circular. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the Offering Circular.

Neither these Final Terms, the Offering Circular nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, [the Guarantor,] MLI[,], [or] BofASE [or BofA Securities, Inc.] that any recipient of these Final Terms and the Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer [and the Guarantor]. No representation is made to any offeree or purchaser of the Notes regarding the legality of an investment therein by such offeree or purchaser under any applicable legal investment or similar laws or regulations. The contents of these Final Terms and the Offering Circular are not to be construed as legal, business or tax advice. Each prospective investor should consult his or her attorney or business and tax advisor as to legal, business and tax advice.

Each person receiving these Final Terms and the Offering Circular acknowledges that (i) such person has been afforded an opportunity to request from the Issuer [and the Guarantor] and to review all additional information concerning the Issuer [and the Guarantor] and the terms of the Notes that it considers to be necessary to verify the accuracy of, or to supplement, the information contained herein, (ii) such person has not relied on the Initial Purchaser (as defined below) or any person affiliated with the Initial Purchaser in connection with its investigation of the accuracy of such information or its investment decision, (iii) none of the Issuer, [the Guarantor] and the Initial Purchaser has made any due diligence inquiry with respect to the Reference Item (if applicable) in connection with the offering of the Notes, (iv) the Issuer, [the Guarantor] and the Initial Purchaser and their affiliates may obtain material non-public information regarding the Reference Item (if applicable) or any affiliate of the Reference Item (if applicable), and none of the Issuer, [the Guarantor,] the Initial Purchaser and any such affiliate undertakes to disclose any such information to subsequent purchasers of Notes and (v) no person has been authorised to give any information or to make any representation concerning the Issuer, [the Guarantor] or the Notes other than as contained herein or in the Offering Circular and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Issuer, [the Guarantor] or the Initial Purchaser.¹⁵

[Each offeree is authorised to use these Final Terms and the Offering Circular solely for the purpose of considering the purchase of the Notes described herein. [The Issuer, [the Guarantor] and any of MLI[,], [or] BofASE [or BofA Securities, Inc.], as initial purchaser (the "**Initial Purchaser**"), reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the Notes.]¹⁶

¹⁵ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes.

¹⁶ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes

These Final Terms and the Offering Circular are personal to the offeree to whom they have been delivered and do not constitute an offer to any other person or to the public in general to subscribe for or otherwise acquire the Notes. Distribution of these Final Terms and the Offering Circular to any person other than the offeree and those persons, if any, retained to advise the offeree in connection with its purchase of the Notes is unauthorised, and any disclosure of any of their contents, without the prior written consent of the Issuer[,] [and] [the Guarantor] and the Initial Purchaser, is prohibited.]¹⁷

[Nothing herein should be considered to impose on the recipient of these Final Terms any limitation on disclosure of the tax treatment or tax structure of the transactions or matters described herein.]¹⁸

The Issuer [and the Guarantor] reserve[s] the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the Notes.

[AVAILABLE INFORMATION

In order to preserve the exemptions for permitted re-sales and transfers pursuant to Rule 144A, the Issuer [and the Guarantor] have agreed to furnish, upon the request of any holder of a Rule 144A Note or of a beneficial interest therein, such information as is specified in paragraph (d)(4) of Rule 144A under the Securities Act to such holder or beneficial owner or to a prospective purchaser of such Rule 144A Note in order to permit such holder or beneficial owner to comply with the requirements of Rule 144A in connection with the re-sale, unless, at the time of such request, the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), or is included in the list of foreign private issuers that claim exemption from the registration requirements of Section 12(g) of the Exchange Act (and therefore is required to furnish the U.S. Securities and Exchange Commission with certain information pursuant to Rule 12g3-2(b) under the Exchange Act). This information may be obtained during normal business hours on any weekday at the specified office of the applicable Paying Agent.]¹⁹

The purchase of Notes involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in the Offering Circular (including the section headed "Risk Factors" thereof) and these Final Terms.

[For a description of the key features and mechanics of the Instrument, including loss potential, see also description of the instrument under the corresponding SSPA code in "Annex 18: Swiss Product Description" in the Offering Circular.]

[Unregulated Notes: The Notes do not constitute a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act and are not subject to supervision by the Swiss Financial Market Supervisory Authority FINMA.]²⁰

None of the Notes constitutes a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act. Therefore, none of the Notes is subject to approval, registration or supervision by the Swiss Financial Market Supervisory Authority FINMA or any other regulatory authority in Switzerland. Accordingly, potential purchasers do not have the benefit of the specific investor protection provided under the Swiss Collective Investment Schemes Act and are exposed to the credit risk of the Issuer and Guarantor.]²¹

[Insert any specific additional risk factors (relating only to the tranche of Notes documented by these Final Terms)]

¹⁷ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes.

¹⁸ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes.

¹⁹ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes.

²⁰ Include only for Swiss Non-Exempt Public Offers.

²¹ Include in the case of Instruments being marketed, offered or sold in or into Switzerland.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular and any supplements thereto. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular and any supplements thereto. The Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office of the applicable Paying Agent and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).

[The following alternative language applies if the first tranche of an issue of Notes which is being increased was issued under the Original Base Prospectus/Offering Circular (as defined below).

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the [Base Prospectus/Offering Circular] dated [15 September 2009] [22 June 2010] [22 June 2011] [24 May 2012] [9 January 2013] [15 November 2013] [12 November 2014] [11 November 2015] [10 May 2016] [24 January 2017] [19 May 2017] [18 May 2018] [16 May 2019] [14 May 2020] [14 May 2021] (the "**Original [Base Prospectus/Offering Circular]**") which are incorporated by reference in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular and any supplements thereto, including the Conditions incorporated by reference in the Offering Circular as supplemented. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular and any supplements thereto (including those sections of the Original [Base Prospectus/Offering Circular] incorporated by reference therein). The Original [Base Prospectus/Offering Circular] and the Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office of the applicable Paying Agent and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).]

References herein to numbered Conditions are to the "Terms and Conditions of the Notes" set forth in the [Offering Circular] [Original [Base Prospectus/Offering Circular]] and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms, save as where otherwise expressly provided. [References in the Offering Circular to "Instruments" and related references (including, but not limited to, "Instrument Agents") shall, for the purposes of the issue of the Notes, save where the context otherwise requires, be deemed to be references to "Securities" (including "Security Agents").]

Prospective investors should note that the "Terms and Conditions of the Notes" set out in the [Offering Circular] [Original [Base Prospectus/Offering Circular]] are governed by, and construed in accordance with, [English law] [the laws of the State of New York]²² [, and the relevant Guarantee] is governed by, and construed in accordance with, the laws of the State of New York].

No person has been authorised to give any information or make any representation not contained in or not consistent with these Final Terms, or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer[, the Guarantor] or any Dealer.

By investing in the Notes each investor represents that:

- (a) *Non-Reliance. It is acting for its own account, and it has made its own independent decisions to invest in the Notes and as to whether the investment in the Notes is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer[, the Guarantor] or any*

²²

Notes issued by BAC and BofA Finance are governed by New York law. Notes issued by MLBV are governed by English law.

Dealer as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the "Terms and Conditions of the Notes" shall not be considered to be investment advice or a recommendation to invest in the Notes. No communication (written or oral) received from the Issuer[, the Guarantor] or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Notes.

- (a) *Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms and conditions and the risks of the investment in the Notes. It is also capable of assuming, and assumes, the risks of the investment in the Notes.*
- (b) *Status of Parties. None of the Issuer[, the Guarantor] and any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the Notes.*

[These Final Terms shall also serve as a Confirmation by [name of applicable permitted dealer in the United States] pursuant to Rule 10b-10 of the U.S. Securities Exchange Act of 1934, as amended, and any other applicable rules and regulations.]²³

[Include whichever of the following apply or specify as "Not Applicable" or delete any inapplicable provision.]

1. Issuer: [Bank of America Corporation] [BofA Finance LLC] [Merrill Lynch B.V.]
2. Guarantor: [Bank of America Corporation] [Not Applicable]²⁴
3. (a) Series Number: [●]
- (b) Tranche Number: [●]
- (If fungible with an existing Series, include details of that Series, including the date on which the Notes become fungible)*
4. Specified Currency or Currencies: [●]
5. Aggregate Nominal Amount:
 - (a) [Series:] [●]
 - (b) [Tranche:] [●]
6. Issue Price: [100]²⁵ [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
7. (a) Specified Denominations: [●]
- (MLBV Notes and BofA Finance Notes (including MLBV Notes or BofA Finance Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by MLBV or BofA Finance, as applicable, in the United Kingdom, or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 and which have a maturity of less than one year*

²³ Include in the case of Rule 144A Notes or Regulation S/Rule 144A Notes.

²⁴ Insert "Not Applicable" if BAC is the Issuer or the Notes are Secured Notes.

²⁵ Insert "100 per cent" in respect of Preference Share Linked Notes

must have a redemption value of £100,000 (or its equivalent in other Specified Currencies))

(N.B. BAC Notes must have an original maturity date of not less than 365 days (one year))

(b) Calculation Amount: [●]

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

8. Trade Date: [●]

In respect of Rule 144A Notes and Regulation S/Rule 144A Notes only: [The time of the transaction by each initial purchaser is available upon written request to BofA Securities, Inc.]

9. Strike Date: [●]

10. [(a) Issue Date [and Interest [●]
Commencement Date]:

[(b) Interest Commencement Date (if [●]
different from the Issue Date):

11. Maturity Date: [●] *[Fixed Rate Note – specify date; Floating Rate Note – Interest Payment Date falling in or nearest to [specify month]] [the "Scheduled Maturity Date", subject as provided in the Credit Linked Note Conditions and paragraph(s) 23 and 33 below.] [N.B. BAC Notes must have an original maturity date of not less than 365 days (one year)]*

12. Interest Basis: [[●] per cent. Fixed Rate]
[[BBSW] [TORF]] [EUR EURIBOR ICE Swap Rate®] [GBP SONIA ICE Swap Rate®] [U.S. Dollar SOFR ICE Swap Rate®] [TONA TSR] [KRW CMS Rate] [Constant Maturity Swap Rate] +/- [●] per cent. Floating Rate]
[Range Accrual]
[Zero Coupon]
[Index Linked]
[Share Linked]
[GDR/ADR Linked]
[FX Linked]
[Commodity Linked]
[Fund Linked]
[Inflation Linked]
[Non-Interest bearing]²⁶
[Specify other]
[(further particulars specified below)]

13. Redemption/Payment Basis: [Redemption at par]

²⁶

Insert in the case of Preference Share Linked Notes or any other non-interest bearing Notes

[Index Linked]
 [Share Linked]
 [GDR/ADR Linked]
 [FX Linked]
 [Commodity Linked]
 [Fund Linked]
 [Inflation Linked]
 [Credit Linked]
 [Preference Share Linked]
 [Partly Paid]
 [Instalment]
 [*Specify other*]
 [(further particulars specified below)]

14. Change of Interest Basis or Redemption/Payment Basis: [Applicable] [Not Applicable]

(Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis)

15. Put/Call Options: [Investor Put (further particulars specified below)]
 [Issuer Call (further particulars specified below)]
 [Not Applicable]

16. (a) Status of the Notes: [Senior]

(b) Status of the Guarantee: [Senior] [Not Applicable]²⁷

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. Fixed Rate Notes: [Applicable] [Not Applicable]

(a) Rate(s) of Interest: [●] per cent. per annum [payable [annually] [semi-annually] [quarterly] in arrear]

(b) Interest Payment Date(s): [[●] in each year up to and including the Maturity Date] [*specify other*]

[subject to the Credit Linked Note Conditions]
(Include if Trunched Portfolio CLNs)

(N.B. This will need to be amended in the case of long or short coupons)

[Adjusted] [Unadjusted]

(If the Fixed Interest Period(s) are adjusted, specify the relevant Business Day Convention at paragraph 17(c) below. If Fixed Interest Period(s) are not adjusted, no Business Day Convention should be specified)

(c) Business Day Convention: [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [*specify other*] [Not Applicable]²⁸

²⁷ Insert "Not Applicable" if BAC is the Issuer or if the Notes are Secured Notes.

²⁸ Insert "Not Applicable" for Business Day Convention and Additional Business Centre(s) if Interest Payment Dates are Unadjusted.

- (d) Additional Business Centre(s): ☐ [Not Applicable]
- (e) Fixed Coupon Amount(s): ☐ per Calculation Amount] [Not Applicable]
- (f) Broken Amount(s): ☐ per Calculation Amount payable on the Interest Payment Date falling on ☐ [Not Applicable]
- (Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s))*
- (g) Day Count Fraction: ☐ Actual/Actual (ICMA)]
☐ Actual/Actual (ISDA)] ☐ Actual/Actual]
☐ Actual/365 (Fixed)]
☐ Actual/365 (Sterling)]
☐ Actual/360]
☐ 30/360 (ICMA)]
☐ 30/360] ☐ 360/360] [Bond Basis]
☐ 30E/360] [Eurobond Basis]
☐ 30E/360 (ISDA)]
☐ Specify other]
- (N.B. Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Notes denominated in euros)*
- (h) Determination Date(s): ☐ in each year] [Not Applicable]
- (Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon (N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration))*
- (N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (i) Other terms relating to the method of calculating interest for Fixed Rate Notes: ☐ None] ☐ Give details]
18. Floating Rate Notes: ☐ Applicable] ☐ Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: ☐ ☐
☐ Adjusted] ☐ Unadjusted]
- (If the Interest Period(s) are adjusted, specify the relevant Business Day Convention at paragraph 18(b) below. If Interest Period(s) are not adjusted, no Business Day Convention should be specified)*
- (b) Business Day Convention: ☐ Floating Rate Convention] ☐ Following Business Day Convention]
☐ Modified Following Business Day Convention] ☐ Preceding Business Day Convention]
☐ Specify other] ☐ Not Applicable]
- (c) Additional Business Centre(s): ☐ [Not Applicable]

- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination] [Range Accrual] *[specify other]*
- [If Range Accrual insert following language:
- The Rate of Interest for each Interest Period shall be determined by the Calculation Agent in accordance with the following formula:
- Coupon x (n/N)
- Where:
- "**Coupon**" means [●].
- "**n**" means the total number of calendar days in the relevant Interest Period on which the Reference Rate (as defined below) is within the Range.
- "**N**" means the actual number of calendar days in the relevant Interest Period.
- "**Range**" means for each Interest Period in the period [from (and including) [●] to (but excluding) [●]], equal to or greater than zero but less than or equal to [●] per cent.
- "**Reference Rate**" means, in respect of a calendar day, the rate for deposits in [●] for a period of [●] months which appears on *[insert page reference]* (or such successor page or service as may in the determination of the [Calculation Agent] replace such page or service) (the "**Screen Page**") as of *[insert time]* on such calendar day or if the Screen Page is not available or the relevant rate is not quoted and it is impossible or otherwise impracticable to obtain the relevant rate, the rate determined by the Calculation Agent in its sole discretion from such source(s) and at such time as it may select,
- provided that if a calendar day is not a Business Day the Reference Rate for such calendar day shall be the Reference Rate for the immediately preceding Business Day,
- provided further that for each calendar day in an Interest Period falling after the seventh Business Day prior to the [end of such Interest Period], the Reference Rate shall be the Reference Rate on such seventh Business Day.]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [●] [Calculation Agent] [Not Applicable]
- (f) Screen Rate Determination: [Applicable] [Not Applicable]
- Reference Rate: [BBSW] [TORF] [EUR EURIBOR ICE Swap Rate®] [GBP SONIA ICE Swap Rate®] [U.S. Dollar SOFR ICE Swap Rate®] [TONA TSR]

- [KRW CMS Rate] [Constant Maturity Swap Rate]
[●]
- [Constant Maturity Swap:
 - Specified Currency: [●]
 - Designated Constant Maturity Swap Rate Administrator: [●] [Not Applicable]
 - Designated Constant Maturity Swap Provider: [●] [Not Applicable]
 - Specified Maturity: [●] [month[s]] [year[s]]
 - Interest Determination Date(s): [in respect of each Interest Period, the [] [second] Banking Day prior to the start of such Interest Period] []
 - Relevant Screen Page: [As specified in Additional Note Condition 2[(a)] [(b)] [(c)] [(d)] [(e)] [(f)] [(g)] [(h)] [(i)]] [●]
 - Relevant Time: [As specified in Additional Note Condition 2[(a)] [(b)] [(c)] [(d)] [(e)] [(f)] [(g)] [(h)] [(i)]] [●]
- (The rates specified above or other, although additional information is required if other – including fallback provisions in the applicable Agency Agreement)*
- Constant Maturity Swap Reference Time: [As specified in Additional Note Condition [4(b)]] [●]
- (g) Compounded Daily: [Applicable] [Not Applicable]
- [Reference Rate: Compounded Daily [SOFR] [SONIA] [TONA]
 - Applicable RFR Screen Page: [●] [As set forth in Additional Note Condition 3(a)]
 - Relevant Time: [●] [As set forth in Additional Note Condition 3(a)]
 - Interest Determination Date(s): [In respect of each Interest Period, the [●] Business Day prior to the Interest Payment Date in respect of such Interest Period] [●]
- [As set forth in Additional Note Condition 3(b)[(ii)][(A)][(B)][(C)][(D)]] [3(b)(iii)(1)]
- Determination Convention: [Payment Delay] [Observation Period] [Lag] [Rate Cut-Off] [Index Determination]
 - Payment Delay: [Applicable] [Not Applicable]
 - [Interest Period Demarcation Dates: [] [and] in each year, from, (and including) [●] to, (and including) [●] [●]
- [Adjusted] [Unadjusted]

- D: [360] [365] [●]
- Rate Cut-Off Date: [●] Banking Days prior to the Maturity Date or other early redemption or repayment date.]
- Observation Period: [Applicable] [Not Applicable]
 - [D: [360] [365] [●]
 - Observation Period Shift (p): [●] Banking Days / Business Days]
- Lag: [Applicable] [Not Applicable]
 - [D: [360] [365] [●]
 - p: [●] Banking Days
 - Rate Cut-Off Option: [Applicable] [Not Applicable]
 - Rate Cut-Off Date: [In respect of each Interest Period, [●] Banking Days prior to the Interest Payment Date in respect of such Interest Period]
 - [Not Applicable]]
- Rate Cut-Off: [Applicable] [Not Applicable]
 - [D: [360] [365] [●]
 - Rate Cut-Off Date: [In respect of each Interest Period, [●] Banking Days prior to the Interest Payment Date in respect of such Interest Period]]]
- Index Determination: [Applicable] [Not Applicable]
 - [Compounded Index: [SONIA Compounded Index] [SOFR Compounded Index] [TONA Compounded Index]
 - D: [360] [365] [●]
 - Observation Period Shift (p): [●] Banking Days]]
- (h) Participation Rate: [●]
- (i) Margin(s): [[+/-] [●] per cent. per annum] [Not Applicable]
- (j) Minimum Interest Rate: [[●] per cent. per annum] [Not Applicable]
- (k) Maximum Interest Rate: [[●] per cent. per annum] [Not Applicable]
- (l) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
[Actual/Actual]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360 (ICMA)]
[30/360]
[360/360] [Bond Basis]
[30E/360]

- [Eurobond Basis]
 [30E/360 (ISDA)]
 [Specify other]
 (See Condition 5 for alternatives)
- (m) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Terms and Conditions: [Not Applicable] [Give details]
19. Zero Coupon Notes: [Applicable] [Not Applicable]
- (a) Accrual Yield: [●] per cent. per annum
- (b) Reference Price: [●]
- (c) Any other formula/basis of determining amount payable: [●]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(G)(c) and 7(N) apply] [specify other] (Consider applicable day count fraction if not U.S.\$ denominated)
20. Interest linked to one or more Reference Item(s) provisions: [Applicable] [Not Applicable]
- (a) Reference Item(s): [As specified in paragraph[s] [32] [33] [34] [35] [36] [37] [38]] [specify other]
- (b) Provisions for determining Rate of Interest or Interest Amount where calculated by reference to an Index and/or a Share and/or a GDR/ADR and/or a Currency Price and/or a Commodity and/or a Commodity Index and/or a Fund and/or an Inflation Index: [●]
- (c) Provisions for determining Rate of Interest or Interest Amount where calculation by reference to an Index and/or a Share and/or a GDR/ADR and/or a Currency Price and/or a Commodity and/or a Commodity Index and/or a Fund and/or an Inflation Index is impossible or impracticable or otherwise disrupted: [As specified in paragraph[s] [32] [33] [34] [35] [36] [37] [38]] [specify other]
- (d) Specified Period(s)/Specified Interest Payment Dates: [●]
 [Adjusted] [Unadjusted]
 (If the Interest Period(s) are adjusted, specify the relevant Business Day Convention at paragraph 20(e) below. If Interest Period(s) are not adjusted, no Business Day Convention should be specified)
- (e) Business Day Convention: [Floating Rate Convention] [Following Business Day Convention] [Modified Following Business

Day Convention] [Preceding Business Day Convention] [*specify other*]

- (f) Additional Business Centre(s): ☐ [Not Applicable]
- (g) Minimum Interest Rate: ☐ per cent. per annum] [Not Applicable]
- (h) Maximum Interest Rate: ☐ per cent. per annum] [Not Applicable]
- (i) Day Count Fraction: ☐

PROVISIONS RELATING TO REDEMPTION FOR NOTES OTHER THAN PREFERENCE SHARE LINKED NOTES²⁹

21. Issuer Call: ☐ [Applicable] ☐ [Not Applicable]

- (a) Optional Redemption Date(s): ☐
- (b) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): ☐ per Calculation Amount] [*specify provisions for calculation of Optional Redemption Amount*]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: ☐ [Not Applicable]
- (ii) Maximum Redemption Amount: ☐ [Not Applicable]
- (d) Notice period (if other than as set out in the Conditions): ☐ [Not Applicable]

22. Investor Put: ☐ [Applicable] ☐ [Not Applicable]

- (a) Optional Redemption Date(s): ☐
- (b) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): ☐ per Calculation Amount] [*specify provisions for calculation of Optional Redemption Amount*]
- (c) Notice period (if other than as set out in the Conditions): ☐ [Not Applicable]

23. Automatic Early Redemption: ☐ [Applicable] ☐ [Not Applicable]

- (a) Automatic Early Redemption Event: ☐
- (b) Automatic Early Redemption Amount: ☐ per Calculation Amount
- (c) Automatic Early Redemption Date: ☐

24. Final Redemption Amount of each Note: ☐ per Calculation Amount]

[As specified in paragraph 24(b) below]

²⁹ Include in respect of Notes other than Preference Share Linked Notes. In respect of Preference Share Linked Notes, each paragraph in this section should be marked as "Not Applicable".

In cases where the Final Redemption Amount is Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked, Fund Linked, Inflation Linked, Credit Linked or other variable linked:

[As specified at paragraph 39(w)] (Include if Tranche Portfolio CLNs)

(a) Reference Item(s): [As specified in paragraph[s] [32] [33] [34] [35] [36] [37] [38] below] [*specify other*]

(b) Provisions for determining Final Redemption Amount where calculated by reference to an Index and/or a Share and/or a GDR/ADR and/or a Currency Price and/or a Commodity and/or a Commodity Index and/or a Fund and/or an Inflation Index and/or a Reference Entity and/or any other variable: [*Specify provisions for calculation of Final Redemption Amount*]

[As specified in paragraph 19 of the Credit Linked Note Conditions] (*Include if Tranche Portfolio CLNs*)

(c) Provisions for determining Final Redemption Amount where calculation by reference to an Index and/or a Share and/or a GDR/ADR and/or a Currency Price and/or a Commodity and/or a Commodity Index and/or a Fund and/or an Inflation Index and/or a Reference Entity and/or other variable is impossible or impracticable or otherwise disrupted: [See paragraph[s] [32] [33] [34] [35] [36] [37] [38] below] [*specify other*]

25. Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on an event of default or on an illegality or following a Currency Substitution Event (or otherwise in accordance with the terms and conditions of the Notes), and/or the method of calculating the same (if required or if different from that set out in Condition 7(G)):

[[●] per Calculation Amount] [Market Value less Associated Costs (no floor)] [Market Value less Associated Costs (90 per cent. floor)]

(N.B. "Market Value less Associated Costs (90 per cent. floor)" should be specified for Notes issued by BAC which fall under Condition 7(G)(b) and are intended to be treated as indebtedness for United States federal income tax purposes)

(N.B. In the case of Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Commodity Linked, Fund Linked, Inflation Linked and Credit Linked Notes, consider deducting the cost to the Issuer and/or its affiliates of unwinding or adjusting any underlying or related funding and/or hedging arrangements in respect of the Notes)]

PROVISIONS RELATING TO REDEMPTION FOR PREFERENCE SHARE LINKED NOTES³⁰

26. Redemption at the Option of the Issuer: [Not Applicable]

³⁰

Include in respect of Preference Share Linked Notes. In respect of Notes that are not Preference Share Linked Notes, each paragraph in this section should be marked as "Not Applicable".

- [Applicable as per Preference Share Linked Condition 7]
- (a) Optional Redemption Valuation Date: [●]
[The Optional Redemption Valuation Date will be specified in the notice relating to the Redemption at the Option of the Issuer.]
- (b) Optional Redemption Date: [●]
[The Optional Redemption Date will be specified in the notice relating to the Redemption at the Option of the Issuer.]
- (c) Notice Period: The Issuer shall give to the Noteholders not less than [●] Business Days' notice prior to the Optional Redemption Date in accordance with Note Condition 14 (which notice shall be irrevocable).
27. Redemption at the Option of the Noteholders: [Not Applicable]
[Applicable as per Preference Share Linked Condition 7]
- (a) Optional Redemption Valuation Date: [●]
- (b) Optional Redemption Date: [●]
- (c) Notice Period: The holder exercising its option to early redeem its Preference Share Linked Notes shall give to the Issuer and the Principal Paying Agent not less than [●] Business Days' notice prior to the Optional Redemption Date in accordance with Note Condition 14 (which notice shall be irrevocable).
28. Mandatory Early Redemption: [Not Applicable]
[Applicable as per Preference Share Linked Condition 5]
- (a) Mandatory Early Redemption Valuation Date: [●]
- (b) Mandatory Early Redemption Date: [●]
29. Redemption at Maturity:
- (a) Final Redemption Valuation Date: [●]
30. Early Redemption Amount of each Preference Share Linked Note payable on redemption for Illegality or following an Early Redemption Event (or otherwise in accordance with the terms and conditions of the Preference Share Linked Notes): As specified in Preference Share Linked Condition 2

31. Early Redemption Amount of each Preference Share Linked Note payable on an Event of Default: As specified in the proviso to Preference Share Linked Condition 2]

PROVISIONS RELATING TO TYPE OF NOTES

32. Index Linked Conditions [Applicable] [Not Applicable]
- (a) Index/Basket of Indices: [The index] [Each of the indices] set out under the heading "**Index**" in "Specific Information relating to the Reference Item(s)" below ([the "**Index**"] [each, an "**Index**" and together the "**Indices**" or "**Basket of Indices**"])

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "**Index**", "**Bloomberg Code**", "**Index Sponsor**", "**Type of Index**", "**Exchange**", "**Related Exchange**", "**Index Currency**", ["**Weighting**"] and ["**Initial Level**"] (*insert additional columns as applicable*) applicable to [an] [the] Index shall have the corresponding meanings set forth against such Index in the table below.

Index	Bloomberg Code	Index Sponsor	Type of Index	Exchange	Related Exchange	Index Currency	[Weighting] ³¹	[Initial Level]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

- (b) Index Performance [●] [As specified in the Index Linked Conditions] [Not Applicable]
- (c) Barrier Event (intraday): [Applicable] [Not Applicable]
- Barrier Event Determination Day: [As specified in the Index Linked Conditions]
- (d) Barrier Event (closing): [Applicable] [Not Applicable]
- Barrier Event Determination Day: [Valuation Date]
- [In respect of [the] [each] Index, each Scheduled Trading Day for such Index during [the] [each] Observation Period that is not a Disrupted Day for such Index]
- [Each Common Scheduled Trading Day that is not a Disrupted Day for any Index in the Basket of Indices during [the] [each] Observation Period]
- (e) Barrier Level: [●] [Not Applicable]
- (f) Averaging: [Applicable] [Not Applicable]
- (i) Averaging Dates: [●]
- (ii) Omission: [Applicable] [Not Applicable]
- (iii) Postponement: [Applicable] [Not Applicable]
- (iv) Modified Postponement: [Applicable] [Not Applicable]
- (g) Valuation Date(s): [●] [Not Applicable]

³¹

May only be applicable in relation to Index Linked Notes relating to a Basket of Indices.

- (h) Valuation Time: [As specified in the Index Linked Conditions]
[specify other]
- (i) Observation Date(s): [●] [Not Applicable]
- (j) Observation Period: [Applicable: [Extension] [No Extension]] [Not Applicable]
- (i) Observation Period Start Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (ii) Observation Period End Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (k) Common Scheduled Trading Days: [Applicable. [Common] [Individual] Disrupted Days will apply] (*N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified.*) [Not Applicable]
- (*N.B. Not applicable in respect of each Index to which futures price valuation applies*)
- (*N.B. May only be applicable in relation to Index Linked Notes relating to a Basket*)
- (l) Disrupted Day: [If the Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]]
- [As specified in the Index Linked Conditions]
- (m) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
- [Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
- (n) Additional Terms and Conditions for Index-Linked Futures Contracts: [Not Applicable] [Applicable – the provisions set out in "Annex 16 - Additional Terms and Conditions for Index-Linked Futures Contracts" will apply to the Notes and [the/each] Applicable Index]
- (i) Applicable Index: [●]
- (ii) Applicable Delivery Month: [●]
- (iii) Derivatives Exchange [●]
- (iv) Final Level [Final Settlement Price or Daily Settlement Price] / [Final Settlement Price] / [Daily Settlement Price]
- (o) Other terms or special conditions: [●] [Not Applicable]
33. Share Linked Conditions: [Applicable] [Not Applicable]
- (a) Share(s)/Basket of Shares: [The] [Each of the] [ordinary shares] [depository receipts] of the relevant Share Company set out under the heading "**Share Company**" in "Specific

Information relating to the Reference Item(s)" below (each a "**Share**" and together, the "**Shares**" [or the "**Basket of Shares**")]

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "**Share Company**", "**ISIN of Share**", "**Bloomberg Code**", "**Exchange**", "**Related Exchange**", "**Local Jurisdiction**" [, "**Weighting**"] and ["**Initial Price**"] (*insert additional columns as appropriate*) applicable to a Share shall have the corresponding meanings set forth against the relevant Share Company in the table below.

Share Company	ISIN of Share	Bloomberg Code	Exchange	Related Exchange	Local Jurisdiction	[Weighting] ³²	[Initial Price]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

(b) Share Performance: [●] [As specified in the Share Linked Conditions]

(c) Barrier Event (intraday): [Applicable] [Not Applicable]

Barrier Event Determination Day: [As specified in the Share Linked Conditions]

(d) Barrier Event (closing): [Applicable] [Not Applicable]

Barrier Event Determination Day: [Valuation Date]

[In respect of [the] [each] Share, each Scheduled Trading Day for such Share during each Observation Period that is not a Disrupted Day for such Share]

[Each Common Scheduled Trading Day that is not a Disrupted Day for any Share in the Basket of Shares during [the] [each] Observation Period]

(e) Barrier Level: [●] [Not Applicable]

(f) Averaging: [Applicable] [Not Applicable]

(i) Averaging Dates: [●]

(ii) Omission: [Applicable] [Not Applicable]

(iii) Postponement: [Applicable] [Not Applicable]

(iv) Modified Postponement: [Applicable] [Not Applicable]

(g) Valuation Date(s): [●] [Not Applicable]

(h) Valuation Time: [As specified in the Share Linked Conditions]
[specify other]

(i) Observation Date(s): [●]

(j) Observation Period: [Applicable: [Extension] [No Extension]] [Not Applicable]

(i) Observation Period Start Date: [[●] ([Including] [Excluding])] [Not Applicable]

³²

May only be applicable in relation to Share Linked Notes relating to Basket.

- (ii) Observation Period End Date: ☐ ([Including] [Excluding]) [Not Applicable]
- (k) Common Scheduled Trading Days: [Applicable. [Common] [Individual] Disrupted Days will apply] *(N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified)* [Not Applicable]
- (N.B. May only be applicable in relation to Share Linked Notes relating to a Basket)*
- (l) Disrupted Day: [If the Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated *[insert calculation method]*]
- [As specified in the Share Linked Conditions]
- (m) Tender Offer: [Applicable] [Not Applicable]
- (n) Announcement Event: [Applicable] [Not Applicable]
- (o) Share Substitution: [Applicable. Share Substitution Criteria are *[insert details]* [as specified in the Share Linked Conditions]] [Not Applicable]
- (p) Local Tax Adjustment: [Not Applicable]
- [Applicable. Local Jurisdiction is set out in "Specific Information relating to the Reference Item(s)" above. [Where Local Jurisdiction is specified to be "United States" then this shall mean the United States' federal and/or state and/or local taxes and/or any political subdivision thereof]]
- (q) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
- [Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Initial Stock Loan Rate: ☐
[Insolvency Filing]
[Loss of Stock Borrow]
[Maximum Stock Loan Rate: ☐

(r) Other terms or special conditions: ☐ [Not Applicable]

34. GDR/ADR Linked Conditions: [Applicable] [Not Applicable]

(For GDR/ADR Linked Notes complete sections for Share Linked Notes (paragraph 33 above) (completed and amended as appropriate) and this section)

(a) Partial Lookthrough: [Applicable] [Not Applicable]

(b) Full Lookthrough: [Applicable] [Not Applicable]

35. FX Linked Conditions: [Applicable] [Not Applicable]
- (a) Base Currency/Subject Currency: [●]
- (b) Currency Price: [As specified in the FX Linked Conditions]
[specify other]
- (c) FX Market Disruption Event(s): *(N.B. Only complete if FX Trading Suspension or Limitation/Inconvertibility Event/Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)*
- (i) FX Trading Suspension or Limitation: [Applicable] [Not Applicable]
- (ii) Inconvertibility Event: [Applicable] [Not Applicable]
- (iii) Price Materiality Event: [Applicable. Price Materiality Percentage: [●]]
[Not Applicable]
- (iv) Non-Transferability Event: [Applicable] [Not Applicable]
- (v) Other: [●]
- (d) Disruption Fallbacks: *(Specify the applicable Disruption Fallbacks in the order that they will apply)*
- [Calculation Agent Determination]
[Currency-Reference Dealers
Reference Dealers: [four] [specify other]
[EM Fallback Valuation Postponement]
[EM Valuation Postponement]
[Fallback Reference Price: [●]]
[Other Published Sources]
[Postponement Maximum Days of
Postponement: [●]]
[Other]
- (e) FX Price Source(s): [●]
- (f) Specified Financial Centre(s): [●]
- (g) Averaging: [Applicable. The Averaging Dates are [●]] [Not Applicable]
- (h) Valuation Date(s): [●]
- (i) Valuation Time: [●]
- (j) Weighting: [Not Applicable] [The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [●]] *(N.B. Only applicable in relation to FX Linked Notes relating to a Basket)*
- (k) EM Currency Provisions: [Applicable] [Not Applicable]
- (i) Unscheduled Holiday: [Applicable. Maximum Days of Deferral: [●]]
[Not Applicable]
- (ii) EM Valuation Postponement: [Applicable. Maximum Days of EM Valuation Postponement: [●]] [Not Applicable]

- (iii) EM Fallback Valuation Postponement: [Applicable. Fallback Maximum Period of Postponement: [As specified in the FX Linked Conditions] [*specify other*] [Not Applicable]]
- (iv) Cumulative Events: [Applicable. Maximum Days of Cumulative Postponement: [As specified in the FX Linked Conditions] [*specify other*] [Not Applicable]]
- (l) Successor Currency: [Applicable] [Not Applicable]
[Issue Date/*other*]
- (m) Rebasing: [Applicable] [Not Applicable]
- (n) Additional Disruption Events: [Not Applicable]

[The following Additional Disruption Events apply to the Notes:

[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]]
- (o) Other terms or special conditions: [●] [Not Applicable]
36. Commodity Linked Conditions: [Applicable] [Not Applicable]
- (a) Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices: [●]
- (b) Commodity Reference Price: [●]
- (c) Price Source: [●]
- (d) Exchange: [●]
- (e) Delivery Date: [●]
- (f) Pricing Date: [●]
- (g) Common Pricing (Commodity Linked Condition 3(a)): [Applicable] [Not Applicable] (*N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket of Commodities or a Basket of Commodity Indices*)
- (h) Additional Commodity Market Disruption Events: [*Specify any additional Commodity Market Disruption Events*]
- (i) Disruption Fallback(s): [As specified in the Commodity Linked Conditions]/[*specify other*]

[Fallback Reference Price: alternate Commodity Reference Price – [●]]

[Commodity Cut-Off Date: [●]]

[Commodity Index Cut-Off Date: [●]]
- (j) Additional Disruption Events in respect of a Commodity Index: [Not Applicable]

		[The following Additional Disruption Events apply to the Notes in respect of a Commodity Index:
		[Change in Law] [Hedging Disruption] [Increased Cost of Hedging]]
(k)	Commodity Business Day:	[●] <i>[If Commodity Index linked, the Commodity Business Day should mirror the definition of Business Day as used in the Commodity Index]</i>
(l)	Weighting:	[Not Applicable] [The weighting to be applied to each item comprising the Basket is [●]] <i>(N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)</i>
(m)	Specified Price:	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price] [specify other]
(n)	Other terms or special conditions:	[●] [Not Applicable]
37.	Fund Linked Conditions:	[Applicable] [Not Applicable]
(a)	Fund/Basket of Funds:	[●] [[The [●] Fund is an ETF] [Exchange for each Fund Share: [●]] [Related Exchange for each Fund Share: [●] [All Exchanges]] [Underlying Index: [●]] <i>(N.B. Include for Exchange Traded Funds (ETFs))</i> [The Fund Share set out under the heading "ETF" in "Specific Information relating to the Reference Item(s)" below.]

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "[Fund]", "[ETF]", "ISIN Code", "Bloomberg Code", "Underlying Index", "Exchange" "Related Exchange" and "Initial Price" (insert additional columns as appropriate) applicable to the ETF shall be the corresponding terms set forth against the ETF in the same row in the table below.

	[Fund] [ETF]	ISIN Code	Bloomberg Code	Underlying Index	Exchange	Related Exchange	Initial Price
	[●]	[●]	[●]	[●]	[●]	[●]	[●]
(b)	Fund Interest(s):			[●]			
(c)	Fund Performance:			[●]	[As specified in the Fund Linked Conditions]		
(d)	Weighting:			[Not Applicable]	[The weighting to be applied to each Fund comprising the Basket of Funds is [●]] (N.B. only applicable in relation to Fund Linked Notes relating to a Basket of Funds)		
(e)	Barrier Event (intraday):			[Applicable]	[Not Applicable]		
	Barrier Event Determination Day:			[As specified in the Fund Linked Conditions]			
(f)	Barrier Event (closing):			[Applicable]	[Not Applicable]		
	Barrier Event Determination Day:			[Valuation Date]			
				[In respect of [the] [each] Fund Share, each Scheduled Trading Day for such Fund Share during an Observation Period that is not a Disrupted Day for such Fund Share]			
				[Each Common Scheduled Trading Day that is not a Disrupted Day for any Fund in the Basket of Funds during [the] [each] Observation Period]			
(g)	Barrier Level:			[●]	[Not Applicable]		
(h)	Averaging:			[Applicable]	[Not Applicable]		
	(i) Averaging Dates:			[insert dates]			
	(ii) Omission:			[Applicable]	[Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))		
	(iii) Postponement:			[Applicable]	[Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))		
	(iv) Modified Postponement:			[Applicable]	[Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))		
(i)	Valuation Date(s):			[●]			
(j)	Valuation Time:			[As specified in the Fund Linked Conditions]	[specify other] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))		
(k)	Observation Date(s):			[●]			
(l)	Observation Period:			[Applicable: [Extension] [No Extension]]	[Not Applicable]		
	(i) Observation Period Start Date:			[●] ([Including] [Excluding])	[Not Applicable]		

- (ii) Observation Period End Date: ☐ ([Including] [Excluding]) [Not Applicable]
- (m) Common Scheduled Trading Days: ☐ [Applicable. [Common] [Individual] Disrupted Days will apply] *(N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified)* [Not Applicable]
- (N.B. May only be applicable in relation to Fund Linked Notes relating to a Basket of Funds)*
- (n) Additional Disruption Events: [Not Applicable]
- [The following Additional Disruption Events apply to the Notes:
- [Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]]
- (o) Other terms or special conditions: [Merger Event: Merger Date on or before [the Valuation Date] *[other]*] [Not Applicable]
38. Inflation Linked Conditions: ☐ [Applicable] [Not Applicable]
- (a) Inflation Index/Basket of Inflation Indices/Inflation Index Sponsor(s): ☐
- Inflation Index Sponsor: ☐
- (b) Related Bond: ☐ [Applicable] [Not Applicable]
- The Related Bond is: ☐ [Fallback Bond]
- [Fallback Bond: ☐ [Applicable] [Not Applicable]]
The End Date is: ☐
- (c) Determination Date(s): ☐
- (d) Cut-Off Date: ☐
- (e) Other terms or special conditions: ☐ [Not Applicable]
39. Credit Linked Notes: ☐ [Applicable] [Not Applicable]
- [The provisions of "Annex 9A – *Additional Terms and Conditions for Credit Linked Notes*" shall apply]
- Type of Credit Linked Notes: [Single Name CLNs] [Nth-to-Default CLNs] [Linear Basket CLNs] [Tranched Portfolio CLNs]
- (a) Trade Date: ☐
- In respect of Rule 144A Notes and Regulation S/Rule 144A Notes only:* [The time of the transaction by each initial purchaser is available upon written request to BofA Securities, Inc.]
- (b) Credit Observation Start Date: ☐

- (c) Scheduled Maturity Notice Date: ☐
- (d) CLN Maturity Date: ☐ [15 Business Days] *[other]*
- (e) Accrual of Interest upon Credit Event: ☐ [Applicable] ☐ [Not Applicable]
- [Not Applicable – Credit Linked Note Condition 19 will apply] (Include if Trunched Portfolio CLNs)*
- (f) Calculation Agent responsible for making calculations and determinations in respect of the Notes: ☐
- (g) Reference Entity(ies): ☐
- Transaction Type: ☐
- Financial Reference Entity Terms: ☐ [Applicable] ☐ [Not Applicable]
- [Each Reference Entity contained in the Index and listed in the Relevant Annex (for which see below)]*
- (Include if the reference index is iTraxx®)*
- [As set out in the Relevant Annex (for which see below)] (include if Trunched Portfolio CLNs or Linear Basket CLNs which are not referencing iTraxx®)*
- (h) Reference Obligation(s):
- [Standard Reference Obligation: ☐ [Applicable] ☐ [Not Applicable]
- [Seniority Level: ☐ [Senior Level] ☐ [Subordinated Level]]
- [As specified in the Relevant Annex] (include if Trunched Portfolio CLNs)*
- (Include details of Reference Obligation(s) if Standard Reference Obligation does not apply)*
- [The obligation[s] identified as follows: ☐
- Primary Obligor: ☐
- Guarantor: ☐
- Maturity: ☐
- Coupon: ☐
- CUSIP/ISIN: ☐
- Listing venue: ☐
- (i) Calculation Agent Determination: ☐ [Applicable] ☐ [Not Applicable]

- (j) Credit Event Backstop Date: [Not] [Subject to adjustment for non-Business Days in accordance with Business Day Convention]
- (k) All Guarantees: [As set forth in the Physical Settlement Matrix for the Transaction Type]/[Applicable] [Not Applicable]
- [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (*include if Tranche Portfolio CLNs*)
- (l) Credit Events: [As set forth in the Physical Settlement Matrix for the Transaction Type]/[Bankruptcy]
- [Failure to Pay]
- Payment Requirement: [●]
- [Grace Period Extension [Applicable] [Not Applicable]]
- [If Applicable:
- Grace Period: [●]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]
- [Repudiation/Moratorium Extension Condition – delivery of Notice of Publicly Available Information] [Applicable] [Not Applicable]]
- [Restructuring]
- Mod R: [Applicable] [Not Applicable]
- Mod Mod R: [Applicable] [Not Applicable]]
- [Governmental Intervention]
- Default Requirement: [●]
- Provisions relating to Credit Event Notice after M(M)R Restructuring Credit Event: Credit Linked Note Condition 11 [Applicable] [Not Applicable]
 - Provisions relating to Multiple Holder Obligation: Credit Linked Note Condition 12 [Applicable] [Not Applicable]
- [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (*include if Tranche Portfolio CLNs*)

- [other]
- (m) Notice of Publicly Available Information: [Applicable] [Not Applicable]
- [If Applicable:
- Public Source(s): [●]]
- Specified Number: [●]]
- Notice Delivery Period: [[●] Business Days
- (n) Obligation(s):
- Obligation Category: [As set out in the Physical Settlement Matrix for the Transaction Type] [Payment]
- [select one only]: [Payment]
- [Borrowed Money]
- [Reference Obligation Only]
- [Bond]
- [Loan]
- [Bond or Loan]
- [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (include if Trunched Portfolio CLNs)
- Obligation Characteristics: [As set out in the Physical Settlement Matrix for the Transaction Type]
- [select all of which apply]: [Not Subordinated]
- [Specified Currency: [specify currency]]
- [Standard Specified Currency]
- [Not Sovereign Lender]
- [Not Domestic Currency]
- [Domestic Currency means: [specify currency]]
- [Not Domestic Law]
- [Domestic Law means: [specify law]]
- [Listed]
- [Not Domestic Issuance]
- [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (include if Trunched Portfolio CLNs)

- Additional Obligation(s): [●]
- (o) Excluded Obligation(s): [●]
- (p) Redemption following a Merger Event: Credit Linked Note Condition 10 [Applicable]
[Not Applicable]
(If Applicable)
[Merger Event Redemption Amount: [●]]
[Merger Event Redemption Date: [●]]
- (q) Unwind Costs: [Standard Unwind Costs] *[specify other]* [Not Applicable]
- (r) Provisions relating to Monoline Insurer as Reference Entity: Credit Linked Note Condition 14 [Applicable]
[Not Applicable]
- (s) Provisions relating to LPN Reference Entities: Credit Linked Note Condition 15 [Applicable]
[Not Applicable]
- (t) Settlement Method: [Cash Settlement] [Physical Settlement]
[Auction Settlement]
- (u) Fallback Settlement Method: [Cash Settlement] [Physical Settlement]
- Terms relating to Cash Settlement*
- (v) Credit Event Redemption Amount: [[●] per Calculation Amount] [As set forth in the Credit Linked Note Conditions]
[Not Applicable] *(include if Tranche Portfolio CLNs)*
- (w) Credit Event Redemption Date: [●] Business Days
[Not Applicable] *(include if Tranche Portfolio CLNs)*
- (x) Valuation Date: [Single Valuation Date:
[●] Business Days]
[Multiple Valuation Dates:
[●] Business Days; and each [●] Business Days thereafter
Number of Valuation Dates: [●]]
[Single Valuation Date, provided that the "Valuation Date" in respect of any Reference Obligation of a Reference Entity, shall be any Business Day falling on or before the 365th calendar day after the Event Determination Date or (following any Auction Cancellation Date or No Auction Announcement Date) after such Auction Cancellation Date or No Auction Announcement Date (as selected by the Calculation Agent in its sole discretion)] *(include if Tranche Portfolio CLNs)*

- (y) Valuation Time: [●] [As per the Credit Linked Note Conditions]
- (z) Quotation Method: [Bid] [Offer] [Mid-market] [As per the Credit Linked Note Conditions]
- (aa) Quotation Amount: [●] [Representative Amount]
- [In respect of each obligation, an amount determined by the Calculation Agent in its sole and absolute discretion] *(include if Tranche Portfolio CLNs)*
- (bb) Minimum Quotation Amount: [●] [As per the Credit Linked Note Conditions]
- (cc) Quotation Dealers: [●] [As per the Credit Linked Note Conditions]
- (dd) Quotations: [Include Accrued Interest] [Exclude Accrued Interest]
- (ee) Valuation Method: [Market] [Highest]
- [Average Market] [Highest] [Average Highest]
- [Blended Market] [Blended Highest]
- [Average Blended Market] [Average Blended Highest]
- (ff) Provisions relating to Deliverable Obligations Portfolio Valuation: Credit Linked Note Condition 16 [Applicable] [Not Applicable]
- [If Applicable:
- Benchmark Obligation: [Reference Obligation]
- [Other]
- (N.B. Deliverable Obligation Category and Deliverable Obligation Characteristics should also be completed if Credit Linked Note Condition 16 applies)*

Terms relating to Auction Settlement

- (gg) Auction Settlement Amount: [●]
- (hh) Auction Settlement Date: [Five Business Days] *[specify other]*
- (ii) Other terms or special conditions: [●] [Not Applicable]

Terms relating to Physical Settlement

- (jj) Physical Settlement Period: [●] Business Days
- (kk) Accrued Interest on Entitlement: [Include Accrued Interest] [Exclude Accrued Interest]
- (ll) Settlement Currency: [●]
- (mm) Deliverable Obligations:

Deliverable Obligation Category	[As set out in the Physical Settlement Matrix for the Transaction Type] [Payment]
[select one only]:	[Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan] [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (<i>include if Tranching Portfolio CLNs</i>)
Deliverable Characteristics	Obligation [As set out in the Physical Settlement Matrix for the Transaction Type]
[select all of which apply]:	[Specified Currency: <i>[specify currency]</i>] [Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency] Domestic Currency means: <i>[specify currency]</i> [Not Domestic Law] Domestic Law means: <i>[specify law]</i> [Listed] [Not Subordinated] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Qualifying Participation Seller: Applicable] [Not Applicable <i>[insert requirements]</i>] [Transferable] [Maximum Maturity: [●]] [Accelerated or Matured] [Not Bearer] [In respect of each Reference Entity, as set out in the Physical Settlement Matrix for the relevant Transaction Type] (<i>include if Tranching Portfolio CLNs</i>)

	Additional Obligation(s):	Deliverable	[●]
(nn)	Excluded Obligation(s):	Deliverable	[●]
(oo)	Indicative Quotations:		[Applicable] [Not Applicable]
(pp)	Credit Cut-Off Date:		[●]
(qq)	Guaranteed Cash Settlement Amount:		[As specified in Credit Linked Note Condition 5] [●] ³³
(rr)	Delivery provisions for Entitlement if different from Physical Delivery Note Conditions:		[●] <i>(N.B. Physical Delivery Note Conditions are not applicable to BofA Finance Notes)</i>
(ss)	Additional Disruption Events:	Change in Law:	[Applicable] [Not Applicable]
		Hedging Disruption:	[Applicable] [Not Applicable]
		Increased Cost of Hedging:	[Applicable] [Not Applicable]
(tt)	Nth-to-Default CLNs:		[Applicable] [Not Applicable]
	N:		[●]
	Substitution:		[Applicable] [Not Applicable]
	Credit Spread Requirement:		[●] <i>(N.B. if Substitution applicable)</i>
(uu)	Tranched Portfolio CLNs:		Credit Linked Note Condition 19 [Applicable] [Not Applicable]
			<i>[If Applicable:</i>
		Attachment Point:	[●]
		Exhaustion Point:	[●]
		Interest Calculation Method:	[Not Applicable] [Weighted] <i>(Specify Weighted if the Interest Calculation Amount is the aggregate of the Outstanding Principal Amount with respect to each day during the Interest Period divided by the number of days in that Interest Period)</i>
		"Final Redemption Amount"	means a <i>pro rata</i> amount per Calculation Amount, of the Outstanding Principal Amount on the Final Redemption Date (which may be zero).
		[Relevant Annex]:	
			[As set out at Part [●] below] <i>(include where bespoke portfolio of Reference Entities is required)</i>

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Insert "Not Applicable" for Notes issued by BAC or Secured Notes issued by MLBV.

[The list for the Index specified below with the Annex Date [●], as published by the Index Publisher (which can currently be accessed at <http://www.markit.com>)] *(include where the reference index is iTraxx®)*

[Additional requirements where Relevant Annex references iTraxx®:]

[Not Applicable] [Applicable] *(if applicable, complete and include the items below)*

[Index: iTraxx Europe [●]]

Index Sponsor: International Index Company Ltd. or any successor thereto

Index Publisher: Markit Group Limited or any replacement therefore appointed by the Index Sponsor for the purposes of officially publishing the Relevant Index]

(vv) Linear Basket CLNs:

Credit Linked Note Condition 18 [Applicable]
[Not Applicable]

[If Applicable:]

[Reference Entity Notional Amount: [●]]
(include if this is not Aggregate Nominal Amount divided by the number of Reference Entities)

[Relevant Annex]:

[As set out at Part [●] below] *(include where bespoke portfolio of Reference Entities is required)*

[The list for the Index specified below with the Annex Date [●], as published by the Index Publisher (which can currently be accessed at <http://www.markit.com>)] *(include where the reference index is iTraxx®)*

[Additional requirements where Relevant Annex references iTraxx®:]

[Not Applicable] [Applicable] *(if applicable, complete and include the items below)*

[Index: iTraxx Europe [●]]

Index Sponsor: International Index Company Ltd. or any successor thereto

Index Publisher: Markit Group Limited or any replacement therefore appointed by the Index Sponsor for the purposes of officially publishing the Relevant Index]

(ww) Subordinated European Insurance Terms: [Applicable] [Not Applicable]

- (xx) CoCo Provisions: Credit Linked Note Condition 20 [Applicable]
[Not Applicable]
[If Applicable:
Trigger Percentage: [As specified in Credit
Linked Note Condition 20] [●]]
- (yy) Sovereign No Asset Package Credit Linked Note Condition 21 [Applicable]
Delivery: [Not Applicable]
- (zz) Additional Provisions for the Credit Linked Note Condition 22 [Applicable]
Argentine Republic [Not Applicable]
- (aaa) Other terms or special conditions: [●] [Not Applicable]
40. Physical Delivery Notes: [Applicable] [Not Applicable]³⁴
*(N.B. Not applicable to Credit Linked Notes or
BofA Finance Notes)*
[Cash Settlement] [Physical Delivery] [Cash
Settlement and/or Physical Delivery] *(If Cash
Settlement and/or Physical Delivery specified,
specify details for determining in what
circumstances Cash Settlement or Physical
Delivery will apply)*
[The provisions of "Annex 10 - Additional Terms
and Conditions for Physical Delivery Notes"
shall apply.]
- (a) Relevant Asset(s): [●]
- (b) Entitlement: [●]
- (c) Cut-Off Date: [●]
- (d) Guaranteed Cash Settlement Amount: [As specified in Note Condition 3] [●] [Not
Applicable]³⁵
- (e) Failure to Deliver due to Illiquidity: [Applicable] [Not Applicable]
- (f) Delivery provisions for Entitlement if different from Physical Delivery
Note Conditions: [●]
- (g) Settlement Business Day: [●]
- (h) Issuer's option to vary Settlement: [Applicable] [Not Applicable]
- (i) Other terms or special conditions: [●] [Not Applicable]
41. (a) Preference Share Linked [Applicable][Not Applicable]
Conditions
- (b) Specific Information Relating to
the Preference Shares:

³⁴ Insert "Not Applicable" for Preference Share Linked Notes

³⁵ Insert "Not Applicable" for Notes issued by BAC.

- (i) Preference Shares: The Class [•] Preference Shares of the Preference Share Issuer
 ISIN/Identification Code: Not Applicable
 Listing: Not Applicable
- (ii) Preference Share Issuer: Preface Holdings Limited
- (iii) Preference Share [•] Underlyings:

PROVISIONS RELATING TO SECURED NOTES

42. Secured Static/Floating Instruments [Applicable in accordance with Annex 13] [Not Applicable]
 Conditions:

(If not applicable, delete the remaining provisions of this section.)

- (a) Eligible Static Collateral Assets: [Single Eligible Debt Security] / [Basket of Eligible Debt Securities]

(Insert the following sub-paragraphs if Single Eligible Debt Security is specified.)

- [- Relevant Static Collateral [•] ISIN:

- Debt Security Issuer: [•]]

(Insert the following table if a Basket of Eligible Debt Securities is specified.)

Eligible Static Collateral Assets Table		
Debt Security Issuer(s)	Relevant Static Collateral ISIN	Eligible Debt Security Weighting
[•]	[•]	[•]%

[Repeat rows as necessary]

- (b) Collateral Valuation Currency: [specify]
- (c) MTM Collateral Specified [specify]
 Percentage:
- (d) Order of Priority: [Standard Order of Priority as defined in Annex 13] [(a),[specify alternative order of sub-paragraphs (b) – (e) as needed]].
- (e) Physical Delivery of Static Collateral Assets: [Applicable] [Not Applicable]
(N.B. In respect of any Secured Notes which are Rule 144A Notes, Physical Delivery of Static Collateral Assets shall not apply)
- (f) Eligibility Criteria: [Applicable. Only Initial MTM Collateral Assets are Eligible] [Applicable. In respect of each Eligible MTM Collateral Class, as specified in

the relevant row of the MTM Collateral Assets Table below:]

MTM COLLATERAL ASSETS TABLE	
Eligible MTM Collateral Class	Margin Percentage
[●]	[●]

[Repeat rows as necessary]

- (g) Static Collateral Specified [specify]
Percentage:
- (h) Collateral Trigger Event: [Applicable] [Not Applicable]

(If not applicable, delete the remaining provisions of this sub-paragraph).

[For the purposes of the definition of "Collateral Trigger Event" in Secured Static/Floating Instruments Condition 9.2 ["less than the Collateral Trigger Level"/"less than or equal to the Collateral Trigger Level"] is applicable.]
- (i) Collateral Trigger Level: [specify]
- (ii) Collateral Trigger Observation Day: [As specified in Secured Static/Floating Instruments Condition 9.2 / [specify other]
- Specified Business Hours: [As specified in Secured Static/Floating Instruments Condition 9.2 / [specify other]
- (iii) Collateral Trigger Observation Period: [specify]
- (iv) Relevant Screen Page; [specify]
43. Secured Fully Floating Instruments Conditions: [Applicable in accordance with Annex 14] [Not Applicable]

(If not applicable, delete the remaining provisions of this section.)
- (a) Collateral Valuation at Nominal Value: [Applicable] [Not Applicable]
- (b) Collateral Valuation Currency: [specify]
- (c) Collateralisation Percentage: [specify]
- (d) Order of Priority: [Standard Order of Priority as defined in Annex 14][(a),[specify alternative order of sub-paragraphs (b) – (e) as needed]].
- (e) Physical Delivery of Collateral Assets: [Applicable] [Not Applicable]

(N.B. In respect of any Secured Notes which are Rule 144A Notes, Physical Delivery of Collateral Assets shall not apply).
- (f) Eligibility Criteria: [Applicable. Only Initial Collateral Assets are Eligible] [Applicable. In respect of each Eligible

Collateral Class, as specified in the relevant row of the Collateral Assets Table below:]

COLLATERAL ASSETS TABLE		
Eligible MTM Collateral Class	Margin Percentage	[Concentration Limit]
[●]	[●]	[●]

[Repeat rows as necessary]

(g) Type of Collateralisation: [MV Collateralisation] [NV Collateralisation]
[Min (MV, NV) Collateralisation] [Max (MV, NV) Collateralisation]

(h) MTM Trigger Event: [Applicable] [Not Applicable]

(If not applicable, delete the remaining provisions of this sub-paragraph).

[For the purposes of the definition of "MTM Trigger Event" in Secured Fully Floating Instruments Condition 9.2, ["less than the MTM Trigger Level"/"less than or equal to the MTM Trigger Level"] is applicable.]

(i) MTM Trigger Level: [specify]

(ii) MTM Trigger Observation Day: [As specified in Secured Fully Floating Instruments Condition 9.2 / [specify other]

- Specified Business Hours: [As specified in Secured Fully Floating Instruments Condition 9.2 / [specify other]

(iii) MTM Trigger Observation Period: [specify]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

44. Form of Notes: [Euroclear/CBL Global Registered Note registered in the name of a nominee for [a common depository for [Euroclear and Clearstream, Luxembourg]]/[a common safekeeper for [Euroclear and Clearstream, Luxembourg]] and exchangeable for Definitive Registered Notes in the limited circumstances described in the Global Note]

[Definitive Registered Notes]

[The Notes are eligible for sale in the United States to QIBs who are also QPs or to, or for the account or benefit of, U.S. Persons who are QIBs and also QPs]

[Regulation S/Rule 144A Global Note in registered form exchangeable for Definitive Registered Notes in the limited circumstances described in the Regulation S/Rule 144A Global Note] [Rule 144A Global Note in registered form exchangeable for Definitive Registered Note in

the limited circumstances described in the Rule 144A Global Note]

[The provisions of "Annex 11A – *Additional Terms and Conditions for Rule 144A Notes*" shall apply]

45. Eligibility for sale in the United States to QIBs who are also QPs or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs:
- The Notes are [not] eligible for sale in the United States to QIBs who are also QPs, or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs.

[Where Rule 144A Notes are eligible for sale (a) in the United States to QIBs who are also QPs, or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs, include the following:

- (a) [the Rule 144A Global Note will be held with [the U.S. Paying Agent as custodian for DTC] [the Common Depositary]]/[the Regulation S/Rule 144A Global Note will be held with the Common Depositary];
- (b) the Notes [may] [may not] be sold concurrently outside the United States to non-U.S. persons [(such Notes to be represented by a Regulation S/Rule 144A Global Note and deposited with the Common Depositary)];
- (c) any resale or other transfer of any beneficial interest in the Notes represented by the [Rule 144A Global Note] [Regulation S/Rule 144A Global Note] in the United States or to, or for the account or benefit of, a U.S. person may only be effected to or through the Issuer or the Dealer if such person is a QIB/QP that executes and delivers an Investor Representation Letter for the benefit of the Dealer, the Issuer and the Guarantor (if applicable) (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, Issuer or Guarantor (if applicable)) and subject to the satisfaction of certain other conditions for such Notes. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the Offering Circular;
- (d) *[insert applicable U.S. selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Terms and Conditions];* and

- (e) *[specify any amendments to the form of Asset Transfer Notice (the form of which is set out in a schedule to the English Law Agency Agreement)].*
46. New Safekeeping Structure: [Yes] [No]
47. Payment Day: [Following] [Modified Following]
48. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable] [give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which items 18(c) and 20(f) relate)
49. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable] [give details]
50. Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable] [give details]
- (b) Instalment Date(s): [Not Applicable] [give details]
51. Payment Disruption (Condition 6(F)): [Applicable] [Not Applicable] *[if not applicable, delete the remaining provisions of this section.]*
- (a) Payment Disruption Event: [Applicable] [Not Applicable] *[if not applicable, then may delete the following sub-paragraph]*
- Base Currency/Subject Currency: [As specified under paragraph 35] *[insert if FX Linked Provisions are not specified to be applicable]*
- (b) CNY Payment Disruption Event: [Applicable] [Not Applicable] *[if not applicable, then may delete the following sub-paragraphs]*
- (i) CNY Settlement Centre: [The Hong Kong Special Administrative Region] [●]
- (ii) Date Postponement: [Applicable] [Not Applicable]
- (iii) Payment of Equivalent Amount: [Applicable] [Not Applicable]
[If Payment of Equivalent Amount is applicable, include the following:
 Base Currency: [●]
 Equivalent Amount Settlement Rate: [As specified in Condition 6(F)] *[specify other]*
52. Exchange Rate: [Applicable] [Not Applicable] *[Insert details]*
53. Other terms: [Not Applicable] [give details]
 [JPY Rounding Up: Applicable]

[JPY Rounding Down: Applicable]

54. Alternative Rounding:

[Applicable] [Not Applicable] [*if not applicable, then may delete the following sub-paragraph*]

Alternative Rounding Convention

[the nearest one hundred-thousandth of a percentage point (with 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655))] []

DISTRIBUTION

55. The initial purchasers and name of applicable permitted dealer in the United States of the Notes:

[The dealer for the Notes is [*name of applicable permitted dealer in the United States*], acting as principal. [*Name of applicable permitted dealer in the United States*] does not receive any compensation for the sales in which it participates.] [Not Applicable](*Applicable where Rule 144A Notes are eligible for sale (a) in the United States to QIBs who are also QPs or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs*)

56. Method of distribution:

[Syndicated] [Non-syndicated]

57. (a) If syndicated, names and addresses of Managers:

[Not Applicable] [*give names, and addresses*]

(b) Date of Subscription Agreement:

[●]

(c) Stabilising Manager(s) (if any):

[Not Applicable] [*give name(s)*]

58. If non-syndicated, name and address of relevant Dealer:

[Not Applicable] [*give name and address*][Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom][BofA Securities Europe SA
51 rue La Boétie
75008
Paris
France]

59. Calculation Agent:

[Merrill Lynch International] [BofA Securities Europe SA] [*specify other*]

60. Total commission and concession:

[[●] per cent. of the Aggregate Nominal Amount]
[Not Applicable]

61. U.S. Selling Restrictions:

[*Insert in the case of Notes other than Rule 144A Global Notes or Regulation S/Rule 144A Global Notes: [Regulation S Compliance Category: 2; TEFRA D not applicable]³⁶ [The Notes may not be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States of*³⁶

Insert for Notes issued by BAC or BofA Finance.

America (including the U.S. states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or directly or indirectly offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered to, or for the account or benefit of, any U.S. person. A "**U.S. person**" has the meaning ascribed to it by Regulation S under the U.S. Securities Act of 1933, as amended.]]³⁷

[Insert in the case of Rule 144A Global Notes: The Notes are eligible for sale to qualified institutional buyers (as defined in Rule 144A of the U.S. Securities Act of 1933, as amended) who are also qualified purchasers (within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended) (a "**QIB**"/"**QP**"), and such Notes may only be subsequently offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, by such investors to a QIB/QP who executes an Investor Representation Letter and otherwise in compliance with Rule 144A.]

[Insert in the case of Regulation S/Rule 144A Global Notes: The Notes are eligible for sale either (a) in an offshore transaction to investors who are not U.S. persons, and such Notes may not be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or (b) to investors who are qualified institutional buyers (as defined in Rule 144A of the U.S. Securities Act of 1933, as amended (the "**Securities Act**")) and who are also qualified purchasers (within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended) (a "**QIB**"/"**QP**"), and such Notes may only be subsequently offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, by such investors to a QIB/QP who executes an Investor Representation Letter and otherwise in compliance with Rule 144A. A "**U.S. person**" has the meaning ascribed to it by Regulation S under the Securities Act.]

62. United States Tax Considerations:

[The Notes are [not] "Structured Notes" for purposes of the discussion under "United States Federal Income Taxation" in the Offering Circular.] [Not Applicable]³⁸

63. United States Withholding Tax:

[Except as set forth in "United States Federal Income Taxation" in the Offering Circular, the Issuer does not intend to withhold United States

³⁷ Insert for Notes issued by MLBV.

³⁸ Insert "Not Applicable" in the case of Notes issued by MLBV.

federal income tax with respect to payments to United States Aliens.]/[The Issuer or its agent will withhold 30 per cent. of all payments of interest and other amounts subject to withholding, if any, and remit such withheld taxes to the United States Internal Revenue Service.] [Not Applicable]³⁹

64. Additional United States Tax considerations [Not Applicable] *[give details]*

Code Section 871(m): [Not Applicable]

65. Additional selling restrictions: [Not Applicable] *[give details]*

66. Swiss Non-Exempt Public Offer: [Not Applicable.]⁴⁰

[Yes. If an obligation to prepare a supplement to the Offering Circular pursuant to article 56(1) of the Swiss Financial Services Act (FinSA) is triggered during the [Swiss Offer Period][subscription period], subscriptions may be withdrawn within two days of publication of the supplement. [An offer of the Securities may be made in Switzerland during the period from [(and including)][•] (*specify date*) to [(and including)] [•] (*specify date*)] (the "**Swiss Offer Period**"). The Issuer gives specific consent to use the Offering Circular and these Final Terms [during the Swiss Offer Period] to the financial intermediary that is responsible for the primary offer of the Instruments in Switzerland and with whom the Issuer or any of its Affiliates has a contractual relationship in respect of such offer in Switzerland]

[No. Neither these Final Terms nor the Offering Circular constitutes a prospectus within the meaning of the Swiss Financial Services Act and no such prospectus will be prepared.]⁴¹

PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for issue [and admission to trading on [specify relevant market (*for example, the Euro MTF of the Luxembourg Stock Exchange*) and, if relevant, admission to an official list (*for example, the Official List of the Luxembourg Stock Exchange*)]] of the Notes described herein pursuant to the Note, Warrant and Certificate Programme of Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

RESPONSIBILITY

[[Subject as provided below,] the Issuer accepts responsibility for the information contained in these Final Terms.] [The information relating to [•] [and [•]] contained herein has been accurately extracted from [*insert information source(s)*]. The Issuer accepts responsibility for the accuracy of such extraction but accepts no further or other responsibility in respect of such information.]

³⁹ Insert "Not Applicable" in the case of Notes issued by MLBV.

⁴⁰ Insert "Not Applicable" in the case of Instruments which are not offered and sold into Switzerland.

⁴¹ Insert "Yes" in the case of Notes publicly offered in Switzerland to any type of investors. Insert "No" in the case of Notes offered under an exemption from the Swiss prospectus requirement (e.g., private placement, profession investors, issue size below CHF 8 mio.).

[[Each of the] [The] Issuer [and the Guarantor] confirms that the information contained in these Final Terms is to the best of its knowledge correct and that no material facts or circumstances have been omitted from the prospectus consisting of these Final Terms and the Offering Circular as supplemented as of the date hereof]⁴²

Signed on behalf of the Issuer:

By:

Duly authorised

⁴² Insert in respect of Notes for which "Swiss Non-Exempt Public Offer" is specified as "Yes"

PART B – OTHER INFORMATION**1. LISTING AND ADMISSION TO TRADING**

[Application [has been]/[will be]/[is expected to be] made by the Issuer (or on its behalf) for the Notes to be [admitted to trading on the Euro MTF and listed on the Official List of the Luxembourg Stock Exchange] [*specify other listing or admission to trading*] [with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original instruments are already admitted to trading)

2. RATINGS

Ratings:

[The Notes have not been rated.]

(The above disclosure should be included in the event that the Notes have not been rated)

[The Notes to be issued have been rated:

[Standard & Poor's Financial Services LLC: [●]]

[Moody's Investors Service, Inc.: [●]]

[[*Other*: [●]]

[A rating is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.]

3. OPERATIONAL INFORMATION

(i) ISIN: [●]

(ii) Common Code: [●]

(iii) Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., The Depository Trust Company and the relevant identification number(s): [Not Applicable] [*give name(s) and number(s)*]
[For CREST CDI Securities, insert the following language: The Instruments will be deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be accepted for settlement in Euroclear UK & Ireland Limited ("CREST") via the CREST Depository Interest ("CDI") mechanism.]

(iv) Delivery: Delivery [against] [free of] payment

(v) Names and addresses of initial Paying Agents: [Bank of America, N.A. (operating through its London Branch)
 2 King Edward Street
 London EC1A 1HQ
 United Kingdom]⁴³

⁴³

Include in the case of all Notes.

- [Bank of America, N.A.
135 South LaSalle Street
Chicago, IL 60603
United States of America]⁴⁴
- (vi) Registrar: [Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland]⁴⁵
- (vii) Names and addresses of additional Paying Agent(s) (if any): [●]
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility. [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper (i.e. held under the New Safekeeping Structure (the "NSS")), and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.]
- [No. However, if after the date of these Final Terms, the Eurosystem eligibility criteria are amended such that the Notes are capable of meeting such criteria, the Notes may then be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper (i.e. held under the New Safekeeping Structure (the "NSS")). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.]
- [The European Central Bank ("ECB") has published on its webpage information on its collateral eligibility criteria. Among other criteria, the information published by the ECB indicates that, effective as of 8 February 2018, unsecured debt instruments issued by credit institutions, or their closely-linked entities, such as [Bank of America Corporation] [BofA Finance LLC], that are not established in the EU member states are not Eurosystem eligible.

⁴⁴ Include in the case of Rule 144A Notes.

⁴⁵ Include in the case of all Registered Notes.

Therefore, as of the date of these Final Terms, the Notes will not be recognised as eligible collateral for Eurosystem monetary and intraday credit operations.]⁴⁶

⁴⁶ Include if "Yes" has been included above but the ECB criteria states that unsecured debt instruments issued by credit institutions, or their closely-linked entities that are not established in the EU member states are not Eurosystem eligible (which is the case as at the date of the Offering Circular).

[Schedule - Index Disclaimer

[Include applicable disclaimer, if any]]

[ANNEX – REFERENCE PORTFOLIO] *(include if (i) reference is not made to a Relevant Annex or (ii) if preferred for the purposes of disclosure)*

Reference Entity	Reference Obligation Primary Obligor (Issuer)	Reference Obligation Guarantor (if any)	Reference Obligation ISIN	Reference Obligation Maturity	Reference Obligation Coupon (%)	Transaction Type	Reference Entity Weighting (%)
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

[insert only for Swiss Non-Exempt Public Offers]

SUMMARY

INTRODUCTION AND WARNINGS
<p>This Summary should be read as an introduction to these Final Terms. Any decision to invest in the Notes should be based on consideration of the Offering Circular (which includes the documents incorporated by reference therein) and these Final Terms as a whole by the investor.</p> <p>Any liability for information contained in this Summary is limited to cases where this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Final Terms and the Offering Circular.</p> <p>The Notes do not constitute a participation in a collective investment scheme in the meaning of the Swiss Collective Investment Schemes Act and are not licensed by the Swiss Financial Market Supervisory Authority ("FINMA") thereunder. Accordingly, neither the Notes nor holders of the Notes benefit from protection under the Swiss Collective Investment Schemes Act or supervision by FINMA and investors are exposed to the credit risk of the Issuer [and Guarantor].</p> <p>This Summary has been prepared and is being provided solely for the purpose of an offer of the Notes in Switzerland pursuant to the Swiss Financial Services Act ("FinSA") and it must not be used for any other purpose or in any other context than for which it is prepared and provided. This Summary does not apply to, must not be used for or in connection with, and does not constitute, any offer or invitation for subscription of the Instruments to, or any solicitation by, any person in any jurisdiction other than Switzerland.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>
KEY INFORMATION ON THE SECURITIES
<p>The Issuer: [BofA Finance LLC ("BofA Finance") BofA Finance is a Delaware limited liability company and a direct, wholly-owned finance subsidiary of BAC. BofA Finance was formed on 24 June 2016. BofA Finance LLC exists until it is dissolved and liquidated and its Certificate of Formation is canceled in accordance with Section 18-203 of the Delaware Limited Liability Company Act. BofA Finance is registered with the State of Delaware Secretary of State, Division of Corporations, under registration number 6078455. BofA Finance's registered office in Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. BofA Finance's principal executive offices are located in the Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255, United States. The LEI in respect of BofA Finance is 549300CGZYSEY3ZSIW16.]</p> <p>Merrill Lynch B.V. ("MLBV") MLBV is a private limited liability company incorporated under Dutch law. MLBV was incorporated on 12 November 2012 as a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) under Dutch law. MLBV continues to exist until it is dissolved and liquidated in accordance with the relevant provision of the Dutch Civil Code. MLBV's registered office is at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, the Netherlands and it is registered with the Trade Register of the Dutch Chamber of Commerce (<i>handelsregister van de Kamer van Koophandel</i>) in Amsterdam, the Netherlands, under number 56457103. The LEI in respect of MLBV is 549300RQ1D1WIE085245.</p>
<p>[insert if notes are guaranteed by BAC][The Guarantor: Bank of America Corporation ("BAC"). BAC is a Delaware corporation, a bank holding company and a financial holding company. BAC was incorporated on 31 July 1998 (existing until it is dissolved). BAC was initially registered with the State of Delaware, Secretary of State, Division of Corporations on 31 July 1998 under registration number 2927442. BAC's registered office in Delaware is at the Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States. BAC's headquarters and principal place of business are located at 100 North Tryon Street, Charlotte, North Carolina 28255, United States. The LEI in respect of BAC is 9DJT3UXIJZJI4WXO774.]</p>

Product name: [Up to] [insert aggregate nominal/notional amount or number of notes] [insert name of notes] issued under the Notes, Warrants and Certificates Programme of Bank of America Corporation (the "Notes").
Product identifier: ISIN: [insert] SSPA Product Type: [insert] with additional feature(s): [insert] <i>(Further information is available at https://www.sspa.ch)</i>
Issue Date: [insert]
[Maturity Date]/[Redemption Date and Settlement Date]/[Settlement Date]: [insert]
Reference Items: [insert]
[Settlement Currency: [insert]]
[Settlement Method: [Cash Settlement] [Physical Settlement] [Auction Settlement][others]]
KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC
Issue Price: [Insert if trading in nominal] [insert]% of the aggregate nominal amount [Insert if trading in units] [insert currency][insert] per Note [Insert if applicable][Subscription Period: From and including [insert] to and including [insert]]
Public Offer Jurisdiction: Switzerland
The Instruments will not be admitted to trading on any trading venue in Switzerland
Selling Restrictions: <i>U.S. Selling Restrictions:</i> [insert language as per item 62 above] <i>EEA selling restrictions:</i> Applicable <i>UK selling restrictions:</i> Applicable [The Notes may not be offered, sold or otherwise made available to any retail investors in the European Economic Area.] [The Notes may not be offered, sold or otherwise made available to any retail investors in the United Kingdom.] <i>Additional selling restrictions:</i> [Not Applicable] [insert]

PART 2

FORM OF FINAL TERMS FOR CASH SETTLED EXCHANGEABLE NOTES

FORM OF FINAL TERMS OF THE CASH SETTLED EXCHANGEABLE NOTES

[IMPORTANT - PROHIBITION OF SALES TO EEA RETAIL INVESTORS] - The Exchangeable 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 ("EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended or superseded ("MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended or superseded (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Exchangeable Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Exchangeable Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]¹

[IMPORTANT - PROHIBITION OF SALES TO UK RETAIL INVESTORS] - The Exchangeable 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 UK (as defined below). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA (as defined below) and the regulations made under the EUWA; (ii) a customer within the meaning of the provisions of the FSMA (as defined below) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA (the "UK PRIIPs Regulation") for offering or selling the Exchangeable Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Exchangeable Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]²

[PROHIBITION OF OFFERING AND MARKETING TO SWISS PRIVATE CLIENTS] - The Exchangeable Notes are not intended to be offered, sold, marketed or otherwise made available to and shall not be offered, sold, marketed or otherwise made available to any private client in Switzerland other than in the context of a portfolio management agreement within the meaning of article 58(2) of the Swiss Financial Services Act ("FinSA") and article 83 of the Swiss Financial Services Ordinance ("FinSO"). No [simplified prospectus or]³ key information document within the meaning of article 58 FinSA (or equivalent document) has been prepared with respect to the Exchangeable Notes.]⁴

[Notification under Section 309B(1) of the Securities and Futures Act 2001 (the "SFA")]: The Exchangeable Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁵

[Date]

¹ Include where the Exchangeable Notes will not be offered, sold or otherwise made available to any retail investor in the European Economic Area.

² Include where the Exchangeable Notes will not be offered, sold or otherwise made available to any retail investor in the UK.

³ Remove reference to "simplified prospectus" if Notes are offered and marketed after 31 December 2022.

⁴ Consider including where the Exchangeable Notes are being offered and marketed in or into Switzerland only to professional or institutional clients, and where no simplified prospectus or Swiss key investor document (or equivalent document) is available.

⁵ Applicable where offers are made under Section 275(1A) of the Securities and Futures Act 2001, as designated in the relevant Singapore selling restrictions in the documents for the relevant Exchangeable Notes and such Exchangeable Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

MERRILL LYNCH B.V.

LEI: 549300RQ1D1WIE085245

Issue of [Aggregate Nominal Amount of Tranche] Cash Settled Exchangeable Notes

under the Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

Note, Warrant and Certificate Programme

**unconditionally and irrevocably guaranteed as to payment and delivery obligations
by Bank of America Corporation**

[Include the following warning for all Exchangeable Notes where capital is at risk:

**INVESTING IN THE EXCHANGEABLE NOTES PUTS YOUR CAPITAL AT RISK. YOU
MAY LOSE SOME [OR ALL] OF YOUR INVESTMENT.]**

The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Cash Settled Exchangeable Notes (the "**Exchangeable Notes**") in any Member State of the European Economic Area (each, a "**Member State**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended or superseded, the "**EU Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Exchangeable Notes. Accordingly any person making or intending to make an offer of the Exchangeable Notes in that Member State may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Exchangeable Notes in any other circumstances.

The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Exchangeable Notes in the United Kingdom (the "**UK**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") and regulations made under the EUWA (the "**UK Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Exchangeable Notes. Accordingly any person making or intending to make an offer of the Exchangeable Notes in the UK may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Exchangeable Notes in any other circumstances.

[Neither this document nor any other offering or marketing material relating to the Exchangeable Notes constitutes a prospectus as such term is understood pursuant to the Swiss Financial Services Act ("**FinSA**") and neither this document nor any other offering or marketing material relating to the Exchangeable Notes may be publicly distributed or otherwise made publicly available in Switzerland, except in instances where such marketing, offering or distribution does not require the publication of a prospectus pursuant to the FinSA.]⁶

The Exchangeable Notes are unsecured and are not and will not be savings accounts, deposits or obligations of, or otherwise guaranteed by, any bank. The Exchangeable Notes do not evidence deposits of Bank of America, N.A. or any other bank and are not insured by the U.S. Federal Deposit Insurance Corporation, the Deposit Insurance Fund or any other insurer or governmental agency or instrumentality.

The Exchangeable Notes [and the MLBV/MLCo. Guarantee]⁷ have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under any U.S. state

⁶ Include where Exchangeable Notes are marketed, offered or sold in or into Switzerland and in respect of Notes for which "Swiss Non-Exempt Public Offer" is specified as "No".

⁷ For fungible and straddle trades, references herein should reflect the applicable guarantee.

securities laws and the Exchangeable Notes may not be offered, sold, resold, traded, transferred, pledged, delivered or redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, any U.S. person. For the purposes hereof, "U.S. person" has the meaning ascribed to it by Regulation S under the Securities Act.

The purchase of Exchangeable Notes involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Exchangeable Notes. Before making an investment decision, prospective purchasers of Exchangeable Notes should ensure that they understand the nature of the Exchangeable Notes and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in the Offering Circular (including the section headed "Risk Factors" thereof) and these Final Terms.

[For a description of the key features and mechanics of the Instrument, including loss potential, see also description of the instrument under the corresponding SSPA code in "*Annex 18: Swiss Product Description*" in the Offering Circular.]⁸

[Unregulated Instruments: The Instruments do not constitute a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act and are not subject to supervision by the Swiss Financial Market Supervisory Authority FINMA.

None of the Exchangeable Notes constitutes a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act. Therefore, none of the Exchangeable Notes is subject to approval, registration or supervision by the Swiss Financial Market Supervisory Authority FINMA or any other regulatory authority in Switzerland. Accordingly, potential purchasers do not have the benefit of the specific investor protection provided under the Swiss Collective Investment Schemes Act and are exposed to the credit risk of the Issuer and Guarantor.]⁹

[Insert any specific additional risk factors (relating only to the tranche of Exchangeable Notes documented by these Final Terms)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the Exchangeable Notes described herein and must be read in conjunction with the Offering Circular and any supplements thereto. Full information on the Issuer[, the Guarantor] and the offer of the Exchangeable Notes is only available on the basis of the combination of these Final Terms and the Offering Circular and any supplements thereto. The Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office of the Principal Paying Agent and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).

[The following alternative language applies if the first tranche of an issue which is being increased was issued under the Original Base Prospectus/Offering Circular (as defined below).

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Offering Circular dated [18 May 2018] [16 May 2019] [14 May 2020] [14 May 2021] (the "**Original Offering Circular**") which are incorporated by reference in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the Exchangeable Notes described herein and must be read in conjunction with the Offering Circular and any supplements thereto, including the Conditions incorporated by reference in the Offering Circular as supplemented. Full information on the Issuer, the Guarantor and the offer of the Exchangeable Notes is only available on the basis of the

⁸ Include only for Swiss Non-Exempt Public Offers.

⁹ Include in the case of Exchangeable Notes being marketed, offered or sold in or into Switzerland.

combination of these Final Terms and the Offering Circular and any supplements thereto (including those sections of the Original Offering Circular incorporated by reference therein). The Original Offering Circular and the Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office of the Principal Paying Agent and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).]

References herein to numbered Conditions are to the "Terms and Conditions of the Cash Settled Exchangeable Notes" set forth in the Offering Circular and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms, save as where otherwise expressly provided.

Prospective investors should note that the "Terms and Conditions of the Cash Settled Exchangeable Notes" set out in the Offering Circular are governed by, and construed in accordance with, English law[, and the MLBV/MLICo. Guarantee is governed by, and construed in accordance with, the laws of the State of New York.]

No person has been authorised to give any information or make any representation not contained in or not consistent with these Final Terms, or any other information supplied in connection with the Exchangeable Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any Dealer.

By investing in the Exchangeable Notes each investor represents that:

- (a) *Non-Reliance. It is acting for its own account, and it has made its own independent decisions to invest in the Exchangeable Notes and as to whether the investment in the Exchangeable Notes is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer, the Guarantor or any Dealer as investment advice or as a recommendation to invest in the Exchangeable Notes, it being understood that information and explanations related to the "Terms and Conditions of the Cash Settled Exchangeable Notes" shall not be considered to be investment advice or a recommendation to invest in the Exchangeable Notes. No communication (written or oral) received from the Issuer, the Guarantor or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Exchangeable Notes.*
- (b) *Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms and conditions and the risks of the investment in the Exchangeable Notes. It is also capable of assuming, and assumes, the risks of the investment in the Exchangeable Notes.*
- (c) *Status of Parties. None of the Issuer, the Guarantor and any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the Exchangeable Notes.*

[Include whichever of the following apply or specify as "Not Applicable" or delete any inapplicable provision.]

- | | | |
|----|---------------------|-----------------------------|
| 1. | Issuer: | Merrill Lynch B.V. |
| 2. | Guarantor: | Bank of America Corporation |
| 3. | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |

(If fungible with an existing Series, include details of that Series, including the date on which the Exchangeable Notes become fungible)

- | | | |
|----|-----------------------------------|-----|
| 4. | Specified Currency or Currencies: | [●] |
|----|-----------------------------------|-----|

5. Aggregate Nominal Amount:
- (a) [Series:] [●]
- (b) [Tranche:] [●]
6. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]
7. (a) Specified Denominations: [●]
- (Exchangeable Notes (including Exchangeable Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by MLBV in the United Kingdom, or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 and which have a maturity of less than one year must have a redemption value of £100,000 (or its equivalent in other Specified Currencies))*
- (b) Calculation Amount: [●]
- (If only one Specified Denomination, insert the Specified Denomination.*
- If more than one Specified Denomination, insert the highest common factor. NB: There must be a common factor in the case of two or more Specified Denominations.)*
8. Trade Date: [●]
9. Strike Date: [●]
10. [(a)] Issue Date [and Interest Commencement Date]: [●]
- [(b)] Interest Commencement Date (if different from the Issue Date): [●]
11. Maturity Date: [●]
12. Interest Basis: [[●] per cent. Fixed Rate]
- [Non-Interest bearing]
13. (a) Status of the Exchangeable Notes: Senior
- (b) Status of the MLBV/MLCo. Guarantee: Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Exchangeable Notes: [Applicable] [Not Applicable]
- (a) Rate(s) of Interest: [●] per cent. per annum [payable [annually] [semi-annually] [quarterly] in arrear]

- (b) Interest Payment Date(s): ☐ in each year up to and including the Maturity Date] *[specify other]*
- (N.B. This will need to be amended in the case of long or short coupons)*
- ☐ [Adjusted] ☐ [Unadjusted]
- (If the Fixed Interest Period(s) are adjusted, specify the relevant Business Day Convention at paragraph 14(c) below. If Fixed Interest Period(s) are not adjusted, no Business Day Convention should be specified)*
- (c) Business Day Convention: ☐ [Following Business Day Convention] ☐ [Modified Following Business Day Convention] ☐ [Preceding Business Day Convention] *[specify other]* ☐ [Not Applicable]¹⁰
- (d) Additional Business Centre(s): ☐ ☐ [Not Applicable]
- (e) Fixed Coupon Amount(s): ☐ ☐ per Calculation Amount] ☐ [Not Applicable]
- (f) Broken Amount(s): ☐ ☐ per Calculation Amount payable on the Interest Payment Date falling on ☐ ☐ [Not Applicable]
- (Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s))*
- (g) Day Count Fraction: ☐ [Actual/Actual (ICMA)] ☐ [30E/360] ☐ [Eurobond Basis] *[Specify other]*
- (N.B. Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Exchangeable Notes denominated in euros)*
- (h) Determination Date(s): ☐ ☐ in each year] ☐ [Not Applicable]
- (Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon (N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration))*
- (N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (i) Other terms relating to the method of calculating interest for Fixed Rate Exchangeable Notes: ☐ [None] *[Give details]*

PROVISIONS RELATING TO REDEMPTION

15. Automatic Early Redemption:

¹⁰ Insert "Not Applicable" for Business Day Convention and Additional Business Centre(s) if Interest Payment Dates are Unadjusted.

- (a) Automatic Early [As specified in Condition 5]
Redemption Amount: [Specify other]
- (b) Automatic Early [●] Exchange Business Days
Redemption Date:
16. Final Redemption Amount: [As specified in Condition 11(a)]
[Specify other]
- (a) Maturity Averaging Dates: [●]
- (b) Maturity Averaging Period: [●] consecutive Scheduled Trading Days
- (c) Specified Maturity [●] Scheduled Trading Days
Averaging Commencement Date:
17. Early Redemption Amount(s) of [As specified in Condition 5]
each Exchangeable Note payable on [Specify other]
redemption for tax reasons or on an
Event of Default or for Illegality or
following a Currency Substitution
Event (or otherwise in accordance
with the terms and conditions of the
Exchangeable Notes), and/or the
method of calculating the same (if
required or if different from that set
out in Condition 5):
18. Fair Market Value: [As specified in Condition 5]
[Specify other]
19. Redemption at the Option of the [Applicable][Not Applicable]
Issuer:

PROVISIONS RELATING TO SHARES AND EXCHANGE PROVISIONS

20. Shares
- (a) Identity of Share(s): The [ordinary shares] [depository receipts] of the
Company with ISIN [●]
- (b) Company: [●]¹¹
- (c) Relevant Stock Exchange: [●]
- (d) Relevant Screen Page [●]
21. Exchange Right: [Applicable] [Not Applicable]
- (a) Exchange Condition: [Applicable] [Not Applicable]
*(Insert particulars of any conditions which must be
satisfied prior to the exercise of the Exchange Right)*
- (b) Exchange Period(s): As specified in Condition 7(a)(ii) and [●]

¹¹ Exchangeable Notes must not be issued in respect of the Shares of Merrill Lynch B.V., Bank of America Corporation or any other Bank of America group entity.

- (c) Cash Amount:
- (i) Averaging:
- (A) Cash Amount Averaging Dates: [●]
- (B) Cash Amount Averaging Period: [●]
- (C) Specified Cash Amount Averaging Commencement Date: [●]
- (D) Omission: [Applicable] [Not Applicable]
- (E) Postponement: [Applicable] [Not Applicable]
- (F) Modified Postponement: [Applicable] [Not Applicable]
- (ii) Valuation Date(s): [●] [Not Applicable]
- (iii) Exchange Date: [As specified in Condition 7(d)]
[Specify other]
- (iv) Exchange Premium: [●] per cent.
- (v) Share Reference Price:
- (A) Initial Averaging Period: [●] consecutive Scheduled Trading Days
- (B) Initial Averaging Commencement Date: [●]
- (vi) Exchange Redemption Date: [As specified in Condition 5]
[Specify other]
22. Adjustment:
- (a) Adjustment of Exchange Price and Shares: [As specified in Condition 8]
[Specify other]
- (b) Relevant Period: [●]

- (c) Reference Amount: [●]
23. Change in Law: [Applicable] [Not Applicable]
- GENERAL PROVISIONS APPLICABLE TO THE EXCHANGEABLE NOTES**
24. Form of Exchangeable Notes: [Global Note registered in the name of a nominee for [a common depositary for [Euroclear and Clearstream, Luxembourg]]/[a common safekeeper for [Euroclear and Clearstream, Luxembourg]] and exchangeable for Definitive Registered Notes in the limited circumstances described in the Global Note]
[Definitive Registered Notes]
25. New Safekeeping Structure: [Yes] [No]
26. Payment Day: [Following] [Modified Following]
27. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable] [*give details*]
(*Note that this item relates to the place of payment*)
28. Redenomination: [Applicable] [Not Applicable]
29. Other terms: [Not Applicable] [*give details*]

DISTRIBUTION

30. Method of distribution: [Syndicated] [Non-syndicated]
31. (a) If syndicated, names and addresses of Managers: [Not Applicable] [*give names, and addresses*]
- (b) Date of Subscription Agreement: [●]
- (c) Stabilising Manager(s) (if any): [Not Applicable] [*give name(s)*]
32. If non-syndicated, name and address of relevant Dealer: [Not Applicable] [*give name and address*]
[Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom]
[BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France]
33. Calculation Agent: [Merrill Lynch International] [Merrill Lynch International] [BofA Securities Europe SA] [*specify other*]
34. Total commission and concession: [[●] per cent. of the Aggregate Nominal Amount] [Not Applicable]
35. U.S. Selling Restrictions: The Exchangeable Notes may not be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States of America (including the U.S. states

and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or directly or indirectly offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered to, or for the account or benefit of, any U.S. person. A "U.S. person" has the meaning ascribed to it by Regulation S under the U.S. Securities Act of 1933, as amended.

36. Additional United States Tax considerations [Not Applicable] *[give details]*

Code Section 871(m): [Not Applicable]

37. Additional selling restrictions: [Not Applicable] *[give details]*

38. Swiss Non-Exempt Public Offer: [Not Applicable]¹²

[Yes. If an obligation to prepare a supplement to the Offering Circular pursuant to article 56(1) of the Swiss Financial Services Act (FinSA) is triggered during the [Swiss Offer Period][subscription period], subscriptions may be withdrawn within two days of publication of the supplement. [An offer of the Securities may be made in Switzerland during the period from [(and including)][●] (specify date) to [(and including)] [●] (specify date)] (the "**Swiss Offer Period**"). The Issuer gives specific consent to use the Offering Circular and these Final Term [during the Swiss Offer Period] to the financial intermediary that is responsible for the primary offer of the Instruments in Switzerland and with whom the Issuer or any of its Affiliates has a contractual relationship in respect of such offer in Switzerland]

[No. Neither these Final Terms nor the Offering Circular constitutes a prospectus within the meaning of the Swiss Financial Services Act and no such prospectus will be prepared.]¹³

PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for issue [and admission to trading on *[specify relevant market (for example, the Euro MTF of the Luxembourg Stock Exchange) and, if relevant, admission to an official list (for example, the Official List of the Luxembourg Stock Exchange)]*] of the Exchangeable Notes described herein pursuant to the Note, Warrant and Certificate Programme of Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

RESPONSIBILITY

[[Subject as provided below,] the Issuer accepts responsibility for the information contained in these Final Terms.]

[Each of the Issuer and the Guarantor confirms that the information contained in these Final Terms is to the best of its knowledge correct and that no material facts or circumstances have been omitted from the

¹² Insert "Not Applicable" in the case of Instruments which are not offered and sold into Switzerland.

¹³ Insert "Yes" in the case of Instruments publicly offered in Switzerland to any type of investors. Insert "No" in the case of Instruments offered under an exemption from the Swiss prospectus requirement (e.g., private placement, profession investors, issue size below CHF 8 mio.).

prospectus consisting of these Final Terms and the Offering Circular as supplemented as of the date hereof]¹⁴

Signed on behalf of the Issuer:

By:

Duly authorised

¹⁴ Insert in respect of Securities for which "Swiss Non-Exempt Public Offer" is specified as "Yes"

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application [has been]/[will be]/[is expected to be] made by the Issuer (or on its behalf) for the Exchangeable Notes to be [admitted to trading on the Euro MTF and listed on the Official List of the Luxembourg Stock Exchange] [specify other listing or admission to trading] [with effect from [●]].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original instruments are already admitted to trading)

2. RATINGS

Ratings: [The Exchangeable Notes have not been rated.]

(The above disclosure should be included if the Exchangeable Notes have not been rated)

[The Exchangeable Notes to be issued have been rated:

[Standard & Poor's Financial Services LLC: [●]]

[Moody's Investors Service, Inc.: [●]]

[[Other: [●]]

[A rating is not a recommendation to buy, sell or hold the Exchangeable Notes and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.]

3. OPERATIONAL INFORMATION

- (i) ISIN: [●]
- (ii) Common Code: [●]
- (iii) Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., and the relevant identification number(s): [Not Applicable] [give name(s) and number(s)]
[For CREST CDI Securities, insert the following language: The Instruments will be deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be accepted for settlement in Euroclear UK & Ireland Limited ("CREST") via the CREST Depository Interest ("CDI") mechanism.]
- (iv) Delivery: Delivery [against] [free of] payment
- (v) Names and addresses of initial Paying Agents: Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom

- (vi) Registrar: [Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland]¹⁵
- (vii) Names and addresses of additional Paying Agent(s) (if any): [●]
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility. [Yes. Note that the designation "yes" simply means that the Exchangeable Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper (i.e. held under the New Safekeeping Structure (the "NSS")), and does not necessarily mean that the Exchangeable Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.]
- [No. However, if after the date of these Final Terms, the Eurosystem eligibility criteria are amended such that the Exchangeable Notes are capable of meeting such criteria, the Exchangeable Notes may then be deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper (i.e. held under the New Safekeeping Structure (the "NSS")). Note that this does not necessarily mean that the Exchangeable Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.]

¹⁵

Include in the case of all Registered Exchangeable Notes.

[insert only for Swiss Non-Exempt Public Offers]

SUMMARY

INTRODUCTION AND WARNINGS
<p>This Summary should be read as an introduction to these Final Terms. Any decision to invest in the Exchangeable Notes should be based on consideration of the Offering Circular (which includes the documents incorporated by reference therein) and these Final Terms as a whole by the investor.</p> <p>Any liability for information contained in this Summary is limited to cases where this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Final Terms and the Offering Circular.</p> <p>The Exchangeable Notes do not constitute a participation in a collective investment scheme in the meaning of the Swiss Collective Investment Schemes Act and are not licensed by the Swiss Financial Market Supervisory Authority ("FINMA") thereunder. Accordingly, neither the Exchangeable Notes nor holders of the Exchangeable Notes benefit from protection under the Swiss Collective Investment Schemes Act or supervision by FINMA and investors are exposed to the credit risk of the Issuer and Guarantor.</p> <p>This Summary has been prepared and is being provided solely for the purpose of an offer of the Exchangeable Notes in Switzerland pursuant to the Swiss Financial Services Act ("FinSA") and it must not be used for any other purpose or in any other context than for which it is prepared and provided. This Summary does not apply to, must not be used for or in connection with, and does not constitute, any offer or invitation for subscription of the Instruments to, or any solicitation by, any person in any jurisdiction other than Switzerland.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>
KEY INFORMATION ON THE SECURITIES
<p>The Issuer: Merrill Lynch B.V. ("MLBV"). MLBV is a private limited liability company incorporated under Dutch law. MLBV was incorporated on 12 November 2012 as a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) under Dutch law. MLBV continues to exist until it is dissolved and liquidated in accordance with the relevant provision of the Dutch Civil Code. MLBV's registered office is at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, the Netherlands and it is registered with the Trade Register of the Dutch Chamber of Commerce (<i>handelsregister van de Kamer van Koophandel</i>) in Amsterdam, the Netherlands, under number 56457103. The LEI in respect of MLBV is 549300RQ1D1WIE085245.</p>
<p>The Guarantor: Bank of America Corporation ("BAC"). BAC is a Delaware corporation, a bank holding company and a financial holding company. BAC was incorporated on 31 July 1998 (existing until it is dissolved). BAC was initially registered with the State of Delaware, Secretary of State, Division of Corporations on 31 July 1998 under registration number 2927442. BAC's registered office in Delaware is at the Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States. BAC's headquarters and principal place of business are located at 100 North Tryon Street, Charlotte, North Carolina 28255, United States. The LEI in respect of BAC is 9DJT3UXIJZJI4WXO774.</p>
<p>Product name: [Up to] [insert aggregate nominal/notional amount or number of notes] [insert name of notes] issued under the Notes, Warrants and Certificates Programme of Bank of America Corporation (the "Exchangeable Notes").</p>
<p>Product identifier:</p> <p>ISIN: [insert]</p> <p>[SSPA Product Type]: [insert] with additional feature(s): [insert]</p> <p>(Further information is available at https://www.sspa.ch)</p>

Issue Date: <i>[insert]</i>
[Maturity Date][Redemption Date and Settlement Date][Settlement Date]: <i>[insert]</i>
Identity of Shares: <i>[insert]</i>
Settlement Currency: <i>[insert]</i>
Settlement Method: Cash Settlement
KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC
Issue Price: <i>[Insert if trading in nominal] [insert]% of the aggregate nominal amount</i> <i>[Insert if trading in units] [insert currency][insert] per Note</i>
<i>[Insert if applicable][Subscription Period: From and including [insert] to and including [insert]]</i>
Public Offer Jurisdiction: Switzerland
The Instruments will not be admitted to trading on any trading venue in Switzerland
Selling Restrictions: <i>U.S. Selling Restrictions:</i> <i>[insert language as per item 37 above]</i> <i>EEA selling restrictions:</i> Applicable <i>UK selling restrictions:</i> Applicable [The Exchangeable Notes may not be offered, sold or otherwise made available to any retail investors in the European Economic Area.] [The Exchangeable Notes may not be offered, sold or otherwise made available to any retail investors in the United Kingdom.] <i>Additional selling restrictions:</i> <i>[Not Applicable] [insert]</i>

SCHEDULE 18
FORM OF FINAL TERMS FOR W&C INSTRUMENTS

FORM OF FINAL TERMS OF THE W&C INSTRUMENTS

[IMPORTANT - PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The W&C Instruments 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 ("**EEA**"). For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended or superseded ("**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended or superseded (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "**EU PRIIPs Regulation**") for offering or selling the W&C Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the W&C Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]¹

[IMPORTANT - PROHIBITION OF SALES TO UK RETAIL INVESTORS - The W&C Instruments 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 UK (as defined below). For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA (as defined below) and the regulations made under the EUWA; (ii) a customer within the meaning of the provisions of the FSMA (as defined below) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA and the regulations made under the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the W&C Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the W&C Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]²

[PROHIBITION OF OFFERING AND MARKETING TO SWISS PRIVATE CLIENTS - The W&C Instruments are not intended to be offered, sold, marketed or otherwise made available to and shall not be offered, sold, marketed or otherwise made available to any private client in Switzerland other than in the context of a portfolio management agreement within the meaning of article 58(2) of the Swiss Financial Services Act ("**FinSA**") and article 83 of the Swiss Financial Services Ordinance ("**FinSO**"). No [simplified prospectus or]³ key information document within the meaning of article 58 FinSA (or equivalent document) has been prepared with respect to the W&C Instruments.]⁴

[Notification under Section 309B(1) of the Securities and Futures Act 2001 (the "SFA"): The W&C Instruments are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (the "**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁵

[Notification under Section 309B(1) of the Securities and Futures Act 2001 (the "SFA"): The W&C Instruments are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment

¹ Include where the W&C Instruments will not be offered, sold or otherwise made available to any retail investor in the European Economic Area.

² Include where the W&C Instruments will not be offered, sold or otherwise made available to any retail investor in the United Kingdom.

³ Remove reference to "simplified prospectus" if Instruments are offered and marketed after 31 December 2022.

⁴ Include where the W&C Instruments are being offered and marketed in or into Switzerland only to professional or institutional clients, and where no simplified prospectus or Swiss key investor document (or equivalent document) is available.

⁵ Applicable where offers are made under Section 275(1A) of the Securities and Futures Act 2001, as designated in the relevant Singapore selling restrictions in the documents for the relevant W&C Instruments and such W&C Instruments are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁶

[Date]

[MERRILL LYNCH B.V.]

[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

LEI: [549300RQ1D1WIE085245] [AHYI0DDQ2LCHPGHJC422]

Issue of [Title of W&C Instruments]

under the Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

Note, Warrant and Certificate Programme

[unconditionally and irrevocably guaranteed as to payment and delivery obligations
by Bank of America Corporation]⁷

[Include the following warning for all W&C Instruments where capital is at risk:

INVESTING IN THE W&C INSTRUMENTS PUTS YOUR CAPITAL AT RISK. YOU MAY LOSE SOME [OR ALL] OF YOUR INVESTMENT.]
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The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of W&C Instruments in any Member State of the European Economic Area (each, a "Member State") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended or superseded, the "EU Prospectus Regulation") from the requirement to publish a prospectus for offers of the W&C Instruments. Accordingly any person making or intending to make an offer of the W&C Instruments in that Member State may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of W&C Instruments in any other circumstances.

The Offering Circular referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of W&C Instruments in the United Kingdom (the "UK") will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA") and the regulations made under the EUWA (the "UK Prospectus Regulation") from the requirement to publish a prospectus for offers of the W&C Instruments. Accordingly any person making or intending to make an offer of the W&C Instruments in the UK may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the Financial Services and Markets Act 2000 (as amended, the "FSMA") or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of W&C Instruments in any other circumstances.

[Neither this document nor any other offering or marketing material relating to the W&C Instruments constitutes a prospectus as such term is understood pursuant to the Swiss Financial Services Act ("FinSA") and neither this document nor any other offering or marketing material relating to the W&C Instruments may be publicly distributed or otherwise made publicly available in Switzerland, except in

⁶ Applicable where offers are made under Section 275(1A) of the Securities and Futures Act 2001, as designated in the relevant Singapore selling restrictions in the documents for the relevant W&C Instruments and such W&C Instruments are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

⁷ Remove references to the Guarantor and the MLBV/MLCo. Guarantee wherever the W&C Instruments to be issued are Secured W&C Instruments. For fungible and straddle trades, references herein should reflect the applicable guarantee.

instances where such marketing, offering or distribution does not require the publication of a prospectus pursuant to the FinSA.]]⁸

The W&C Instruments [are unsecured and]⁹ are not and will not be savings accounts, deposits or obligations of, or otherwise guaranteed by, any bank. The W&C Instruments do not evidence deposits of Bank of America, N.A. or any other bank and are not insured by the U.S. Federal Deposit Insurance Corporation, the Deposit Insurance Fund or any other insurer or governmental agency or instrumentality.

[Each purchaser of W&C Instruments being offered within the United States or to, or for the account or benefit of, a U.S. person (as defined herein) is hereby notified that the offer and sale of such W&C Instruments is being made in reliance upon an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended (the "**Securities Act**") pursuant to Rule 144A ("**Rule 144A**") and the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"). [The MLBV/MLICo. Guarantee has not been and will not be registered under the Securities Act.]]¹⁰ The Issuer will offer and sell W&C Instruments within the United States or to, or for the account or benefit of, a U.S. person through BofA Securities, Inc. or one of its affiliates, which in each case is a U.S. registered broker dealer, in private transactions exclusively to persons reasonably believed to be qualified institutional buyers (each a "**QIB**") as defined in Rule 144A who are also each a qualified purchaser (each a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the 1940 Act, and the rules thereunder, and who, as a condition to purchasing the W&C Instruments will enter into and remain in compliance with an Investor Representation Letter for the benefit of BofA Securities, Inc., the Issuer [and Bank of America Corporation (the "**Guarantor**")]¹¹ (together with their respective affiliates and any persons controlling, controlled by or under common control with BofA Securities, Inc., the Issuer [and the Guarantor]). The exercise of the W&C Instruments by, or for the account or benefit of, a U.S. person will be conditional upon such holder (and any person on whose behalf the holder is acting) being a QIB and a QP. See "Terms and Conditions of the W&C Instruments" and "Annex 11B - *Additional Terms and Conditions for Rule 144A W&C Instruments*" in the Offering Circular. Investors in the W&C Instruments will be deemed to have made or will be required to make certain representations and warranties in connection with purchasing the W&C Instruments. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the accompanying Offering Circular.

The Rule 144A W&C Instruments will be represented by a global warrant or certificate (a "**Rule 144A Global W&C Instrument**"), which will be deposited with Bank of America, N.A. (operating through its London Branch), as common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or with the U.S. Certificate Agent or U.S. Warrant Agent, as applicable, as a custodian for The Depository Trust Company ("**DTC**"), and will be exchangeable for W&C Instruments in definitive registered form in the limited circumstances described in the Rule 144A Global W&C Instrument. Beneficial interests in the W&C Instruments will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream, Luxembourg or DTC, as the case may be. The English Law Agency Agreement (as defined in the Conditions) provides that it and the W&C Instruments will be governed by, and construed in accordance with English law. [The MLBV/MLICo. Guarantee is governed by, and construed in accordance with, the laws of the State of New York.]]¹²

[The W&C Instruments[, the MLBV/MLICo. Guarantee] and, in certain cases, the Entitlement have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or under any U.S. state securities laws. The W&C Instruments [and the MLBV/MLICo. Guarantee] may not be offered, sold, resold, traded, transferred, pledged, delivered, exercised or redeemed, directly or indirectly, at any time within the United States, its territories, its possessions and other areas subject to

⁸ Include where Instruments are marketed, offered or sold in or into Switzerland and in respect of Notes for which "Swiss Non-Exempt Public Offer" is specified as "No".

⁹ Include in the case of all W&C Instruments other than Secured W&C Instruments.

¹⁰ Include in the case of all Rule 144A W&C Instruments other than Secured W&C Instruments.

¹¹ Include in the case of Rule 144A W&C Instruments other than Secured W&C Instruments.

¹² Include in the case of Rule 144A W&C Instruments other than Regulation S/Rule 144A W&C Instruments.

its jurisdiction or to, or for the account or benefit of, any U.S. person (as defined by Regulation S under the Securities Act) (other than distributors).]¹³

[The W&C Instruments will be eligible for sale concurrently (a) in the United States or to, or for the account or benefit of, U.S. persons (as defined herein), in either case to qualified institutional buyers (each, a "**QIB**") as defined in Rule 144A ("**Rule 144A**") of the Securities Act, as amended (the "**Securities Act**") who are also qualified purchasers (each, a "**QP**") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and the rules thereunder, and (b) outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act, in each case subject to the terms and conditions set forth herein and in the Conditions (described below) and the accompanying Offering Circular.

Such W&C Instruments will be represented by a global warrant or certificate (a "**Regulation S/Rule 144A Global W&C Instrument**") which will be deposited with Bank of America, N.A. (operating through its London Branch), as common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and will be exchangeable for W&C Instruments in definitive registered form in the limited circumstances described in the Regulation S/Rule 144A Global W&C Instrument. Beneficial interests in the W&C Instruments will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream, Luxembourg. The English Law Agency Agreement (as defined in the Conditions) provides that it and the W&C Instruments will be governed by, and construed in accordance with English law. [The MLBV/MLICo. Guarantee is governed by, and construed in accordance with, the laws of the State of New York.]

Each purchaser of W&C Instruments being offered within the United States or to, or for the account or benefit of, a U.S. person is hereby notified that the offer and sale of such W&C Instruments is being made in reliance upon an exemption from the registration requirements of the Securities Act pursuant to Rule 144A and the 1940 Act. [The MLBV/MLICo. Guarantee has not been and will not be registered under the Securities Act.]¹⁴ The Issuer will offer and sell W&C Instruments within the United States or to, or for the account or benefit of, a U.S. person through BofA Securities, Inc. or one of its affiliates, which in each case is a U.S. registered broker dealer, in private transactions exclusively to persons reasonably believed to be QIBs who are also each a QP, and who, as a condition to purchasing the W&C Instruments will enter into and remain in compliance with an Investor Representation Letter for the benefit of BofA Securities, Inc., the Issuer [and Bank of America Corporation (the "**Guarantor**")]¹⁵ (together with their respective affiliates and any persons controlling, controlled by or under common control with BofA Securities, Inc., the Issuer [and the Guarantor]¹⁶). The exercise of the W&C Instruments by, or for the account or benefit of, a U.S. person will be conditional upon such holder (and any person on whose behalf the holder is acting) being a QIB and a QP. See "Terms and Conditions of the W&C Instruments" and "Annex 11B - *Additional Terms and Conditions for Rule 144A W&C Instruments*" in the Offering Circular. Investors in the W&C Instruments will be deemed to have made or will be required to make certain representations and warranties in connection with purchasing the W&C Instruments. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the accompanying Offering Circular.]¹⁷

[The W&C Instruments are being offered by Merrill Lynch International ("**MLI**") or BofA Securities Europe SA ("**BofASE**") subject to prior sale, when, as and if delivered to and accepted by MLI or BofASE and to certain other conditions. W&C Instruments sold in the United States will be sold through BofA Securities, Inc., a registered broker-dealer. MLI or BofASE reserves the right to withdraw, cancel or modify such offer and to reject orders in whole or in part.

No person is authorised to give any information or to make any representation not contained in or not consistent with this document or any other information supplied in connection with the Programme or the W&C Instruments and, if given or made, such information or representation must not be relied upon

¹³ Include in the case of all W&C Instruments other than Rule 144A W&C Instruments and Regulation S/Rule 144A W&C Instruments.

¹⁴ Include in the case of Regulation S/Rule 144A W&C Instruments other than Secured W&C Instruments.

¹⁵ Include in the case of Regulation S/Rule 144A W&C Instruments other than Secured W&C Instruments.

¹⁶ Include in the case of Regulation S/Rule 144A W&C Instruments other than Secured W&C Instruments.

¹⁷ Include in the case of Regulation S/Rule 144A W&C Instruments.

as having been authorised by the Issuer, [the Guarantor,] the Principal Instrument Agent or any other person. This document does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the W&C Instruments or the distribution of this document in any jurisdiction where any such action is required.

The delivery of these Final Terms and the Offering Circular does not at any time imply that the information contained herein or in the Offering Circular concerning the Issuer [and/or the Guarantor] is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the W&C Instruments is correct as of any time subsequent to the date indicated in the document containing the same. [None of][Neither] MLI[,] [nor] BofASE [and BofA Securities, Inc.] undertakes to review the financial condition or affairs of the Issuer [and/or the Guarantor] during the life of the Programme. Investors should review, *inter alia*, the most recently published annual financial statements, if any, of the Issuer [and the Guarantor] when deciding whether or not to purchase any W&C Instruments.

The W&C Instruments create options which are either exercisable by the relevant holder or which will be automatically exercised as provided herein. The W&C Instruments will be exercised or will be exercisable in the manner set forth herein and in the Offering Circular. The W&C Instruments are subject to restrictions on transfer. Holders of W&C Instruments may not transfer the W&C Instruments except as permitted under the Securities Act and applicable state securities laws and subject to the transfer restrictions set forth in the Offering Circular. Any transfer of a Rule 144A W&C Instrument in the United States or to, or for the account or benefit of, a U.S. person must be made to or through the Issuer or the Dealer to a person that is a QIB/QP that executes an Investor Representation Letter and otherwise in accordance with the applicable transfer restrictions set forth in the Offering Circular. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the Offering Circular.

Neither these Final Terms, the Offering Circular nor any other information supplied in connection with the Programme or any W&C Instruments (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, [the Guarantor,] MLI[,] [or] BofASE [or BofA Securities, Inc.] that any recipient of these Final Terms and the Offering Circular or any other information supplied in connection with the Programme or any W&C Instruments should purchase any W&C Instruments. Each investor contemplating purchasing any W&C Instruments should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer [and the Guarantor]. No representation is made to any offeree or purchaser of the W&C Instruments regarding the legality of an investment therein by such offeree or purchaser under any applicable legal investment or similar laws or regulations. The contents of these Final Terms and the Offering Circular are not to be construed as legal, business or tax advice. Each prospective investor should consult his or her attorney or business and tax advisor as to legal, business and tax advice.

Each person receiving these Final Terms and the Offering Circular acknowledges that (i) such person has been afforded an opportunity to request from the Issuer [and the Guarantor] and to review all additional information concerning the Issuer [and the Guarantor] and the terms of the W&C Instruments that it considers to be necessary to verify the accuracy of, or to supplement, the information contained herein, (ii) such person has not relied on the Initial Purchaser (as defined below) or any person affiliated with the Initial Purchaser in connection with its investigation of the accuracy of such information or its investment decision, (iii) none of the Issuer, the Guarantor and the Initial Purchaser has made any due diligence inquiry with respect to the Reference Item (if applicable) in connection with the offering of the W&C Instruments, (iv) the Issuer, the Guarantor and the Initial Purchaser and their affiliates may obtain material non-public information regarding the Reference Item (if applicable) or any affiliate of the Reference Item (if applicable), and none of the Issuer, the Guarantor, the Initial Purchaser and any such affiliate undertakes to disclose any such information to subsequent purchasers of W&C Instruments and (v) no person has been authorised to give any information or to make any representation concerning the Issuer, the Guarantor or the W&C Instruments other than as contained herein or in the Offering Circular and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Issuer, [the Guarantor] or the Initial Purchaser.]¹⁸

¹⁸

Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

[Each offeree is authorised to use these Final Terms and the Offering Circular solely for the purpose of considering the purchase of the W&C Instruments described herein. [The Issuer, the Guarantor and any of MLI[,] [or] BofASE [or BofA Securities, Inc.], as initial purchaser (the "**Initial Purchaser**"), reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the W&C Instruments.]¹⁹ These Final Terms and the Offering Circular are personal to the offeree to whom they have been delivered and do not constitute an offer to any other person or to the public in general to subscribe for or otherwise acquire the W&C Instruments. Distribution of these Final Terms and the Offering Circular to any person other than the offeree and those persons, if any, retained to advise the offeree in connection with its purchase of the W&C Instruments is unauthorised, and any disclosure of any of their contents, without the prior written consent of the Issuer[,] [and] the Guarantor and the Initial Purchaser, is prohibited.]²⁰

[Nothing herein should be considered to impose on the recipient of these Final Terms any limitation on disclosure of the tax treatment or tax structure of the transactions or matters described herein.]²¹

The Issuer [and the Guarantor] reserve[s] the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the W&C Instruments.

[AVAILABLE INFORMATION]

In order to preserve the exemptions for permitted re-sales and transfers pursuant to Rule 144A, the Issuer [and the Guarantor] have agreed to furnish, upon the request of any holder of a Rule 144A W&C Instrument or of a beneficial interest therein, such information as is specified in paragraph (d)(4) of Rule 144A under the Securities Act to such holder or beneficial owner or to a prospective purchaser of such Rule 144A W&C Instrument in order to permit such holder or beneficial owner to comply with the requirements of Rule 144A in connection with the re-sale, unless, at the time of such request, the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or is included in the list of foreign private issuers that claim exemption from the registration requirements of Section 12(g) of the Exchange Act (and therefore is required to furnish the U.S. Securities and Exchange Commission with certain information pursuant to Rule 12g3-2(b) under the Exchange Act). This information may be obtained during normal business hours on any weekday at the specified office of the applicable Instrument Agent.]²²

The purchase of W&C Instruments involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the W&C Instruments. Before making an investment decision, prospective purchasers of W&C Instruments should ensure that they understand the nature of the W&C Instruments and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in the Offering Circular (including the section headed "Risk Factors" thereof) and these Final Terms.

[For a description of the key features and mechanics of the Instrument, including loss potential, see also description of the instrument under the corresponding SSPA code in "*Annex 18: Swiss Product Description*" in the Offering Circular.]²³

[Unregulated Instruments: The W&C Instruments do not constitute a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act and are not subject to supervision by the Swiss Financial Market Supervisory Authority FINMA.]

None of the W&C Instruments constitutes a participation in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act. Therefore, none of the W&C Instruments is

¹⁹ Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

²⁰ Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

²¹ Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

²² Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

²³ Include only for Swiss Non-Exempt Public Offers.

subject to approval, registration or supervision by the Swiss Financial Market Supervisory Authority FINMA or any other regulatory authority in Switzerland. Accordingly, potential purchasers do not have the benefit of the specific investor protection provided under the Swiss Collective Investment Schemes Act and are exposed to the credit risk of the Issuer and Guarantor.]²⁴

[Insert any specific additional risk factors (relating only to the tranche of W&C Instruments documented by these Final Terms)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the W&C Instruments described herein and must be read in conjunction with the Offering Circular and any supplements thereto. Full information on the Issuer[, the Guarantor] and the offer of the W&C Instruments is only available on the basis of the combination of these Final Terms and the Offering Circular and any supplements thereto. The Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office(s) of the applicable W&C Instrument Agent(s) and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).

[The following alternative language applies if the first tranche of an issue which is being increased was issued under the Original Base Prospectus/Offering Circular (as defined below).]

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the [Base Prospectus/Offering Circular] dated [15 September 2009] [22 June 2010] [22 June 2011] [24 May 2012] [9 January 2013] [15 November 2013] [12 November 2014] [11 November 2015] [10 May 2016] [24 January 2017] [19 May 2017] [18 May 2018] [16 May 2019] [14 May 2020] [14 May 2021] (the "**Original [Base Prospectus/Offering Circular]**") which are incorporated by reference in the Offering Circular dated 13 May 2022 (the "**Offering Circular**") as supplemented by the supplement(s) to the Offering Circular approved by the Luxembourg Stock Exchange from time to time, which are available at www.bourse.lu. This document constitutes the Final Terms of the W&C Instruments described herein and must be read in conjunction with the Offering Circular and any supplements thereto, including the Conditions incorporated by reference in the Offering Circular as supplemented. Full information on the Issuer, the Guarantor and the offer of the W&C Instruments is only available on the basis of the combination of these Final Terms and the Offering Circular and any supplements thereto (including those sections of the Original [Base Prospectus/Offering Circular] incorporated by reference therein). The Original [Base Prospectus/Offering Circular] and the Offering Circular and the supplement(s) to the Offering Circular are available for viewing and can be obtained during normal business hours at the registered office of the relevant Dealer and at the specified office(s) of the applicable W&C Instrument Agent(s) and in electronic form on the Luxembourg Stock Exchange's website (www.bourse.lu).]

References herein to numbered Conditions are to the "Terms and Conditions of the W&C Instruments" set forth in the [Offering Circular] [Original [Base Prospectus/Offering Circular]] and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms, save as where otherwise expressly provided. [References in the Offering Circular to "Instruments" and related references (including, but not limited to, "W&C Instruments" and "W&C Instrument Agents") shall, for the purposes of the issue of the W&C Instruments, save where the context otherwise requires, be deemed to be references to "Securities" (including "W&C Securities" and "Security Agents").]

Prospective investors should note that the "Terms and Conditions of the W&C Instruments" set out in the [Offering Circular] [Original [Base Prospectus/Offering Circular]] and any non-contractual obligations arising out of, or in connection with, the W&C Instruments are governed by, and construed in accordance with, English law [and the MLBV/MLICo. Guarantee is governed by, and construed in accordance with, the laws of the State of New York].

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Include in the case of W&C Instruments being marketed, offered or sold in or into Switzerland.

No person has been authorised to give any information or make any representation not contained in or not consistent with these Final Terms, or any other information supplied in connection with the W&C Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer[, the Guarantor] or any Dealer.

By investing in the W&C Instruments each investor represents that:

- (a) *Non-Reliance.* It is acting for its own account, and it has made its own independent decisions to invest in the W&C Instruments and as to whether the investment in the W&C Instruments is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer[, the Guarantor] or any Dealer as investment advice or as a recommendation to invest in the W&C Instruments, it being understood that information and explanations related to the "Terms and Conditions of the W&C Instruments" shall not be considered to be investment advice or a recommendation to invest in the W&C Instruments. No communication (written or oral) received from the Issuer[, the Guarantor] or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the W&C Instruments.
- (a) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms and conditions and the risks of the investment in the W&C Instruments. It is also capable of assuming, and assumes, the risks of the investment in the W&C Instruments.
- (b) *Status of Parties.* None of the Issuer[, the Guarantor] and any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the W&C Instruments.

[These Final Terms shall also serve as a Confirmation by [name of applicable permitted dealer in the United States] pursuant to Rule 10b-10 of the U.S. Securities Exchange Act of 1934, as amended, and any other applicable rules and regulations.]²⁵

These Final Terms relate to the Series of W&C Instruments as set out in "Specific Provisions for each Series" below. References herein to "W&C Instruments" shall be deemed to be references to the relevant [Warrants/Certificates] that are the subject of these Final Terms and references to "W&C Instruments" and "W&C Instrument" shall be construed accordingly.

[Include whichever of the following apply or specify as "Not Applicable" or delete any inapplicable provision]

1. Issuer: [Merrill Lynch B.V.] [Merrill Lynch International & Co. C.V.]
2. Guarantor: [Bank of America Corporation] [Not Applicable]

SPECIFIC PROVISIONS FOR EACH SERIES

Series Number	[Number] [Aggregate Notional Amount] of W&C Instruments issued	[No. of Warrants per Unit]	ISIN	[Common Code] [CUSIP]	[Wertpapier-kennnummer (WKN) (German Security Code)]	[Mnemonic (insert in the case of a listing on Euronext Paris S.A.)]	Issue Price per [W&C Instrument/ Unit (in the case of Warrants only)]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

3. Consolidation: [Not Applicable] [The W&C Instruments are to be consolidated and form a single Series with the [insert title of relevant series of W&C Instruments] issued on [insert issue date]] (N.B. Only applicable in relation to

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Include in the case of Rule 144A W&C Instruments or Regulation S/Rule 144A W&C Instruments.

W&C Instruments which are fungible with an existing series of W&C Instruments)

4. Type of W&C Instruments:

- (a) [Warrants] [Certificates]
- (b) [Index Linked W&C Instruments]
- [Share Linked W&C Instruments]
- [GDR/ADR Linked W&C Instruments]
- [FX Linked W&C Instruments]
- [Commodity Linked W&C Instruments]
- [Fund Linked W&C Instruments] [- applicable only for Index Linked W&C Instruments that are Physical Delivery W&C Instruments]
- [Inflation Linked W&C Instruments]
- [Long Credit Linked Certificates]
- [Short Credit Linked Certificates]
- [Long Credit Linked Warrants]
- [Short Credit Linked Warrants]
- [Saudi Share Linked Warrants]
- [(specify other type of W&C Instrument)]*

5. Trade Date:

[●]

In respect of Rule 144A W&C Instruments and Regulation S/Rule 144A W&C Instruments only: [The time of the transaction by each initial purchaser is available upon written request to BofA Securities, Inc.]

6. Strike Date:

[●] *[insert date(s) and relevant fallback provisions if appropriate]*

7. Issue Date:

[●]

8. Exercise Date:

[Not Applicable] [[●], provided that, if such date is not an Exercise Business Day,²⁶ the Exercise Date shall be the immediately [preceding] [succeeding] Exercise Business Day (the "**Scheduled Exercise Date**") [.] [subject as provided in Credit Linked W&C Condition 4, [./and] [Credit Linked W&C Condition 5 [and] Credit Linked W&C Condition 6 [and] [Credit Linked W&C Condition 9] *(include for Credit Linked W&C Instruments)*]]

(N.B. Only applicable in relation to European Style Warrants and Certificates)

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Exercise Business Day is only applicable to Warrants.

9. Settlement Date: [●] [In relation to each Actual Exercise Date,] (*N.B. Insert for American Style Warrants*) [The] [the] [fifth] Business Day following the Valuation Date [provided that if the occurrence of a Disrupted Day has resulted in the Valuation Date for one or more [Indices] [Shares] being adjusted as specified in the definition of "Valuation Date" set out in the [Index Linked Conditions] [Share Linked Conditions], the Settlement Date shall be the fifth Business Day next following the last occurring Valuation Date in relation to any [Index] [Share]] [The fifth Business Day following the last occurring Averaging Date [provided that if the occurrence of a Disrupted Day has resulted in an Averaging Date for one or more [Indices] [Shares] being adjusted as specified in the definition of "Averaging Date" as specified in the [Index Linked Conditions] [Share Linked Conditions], the Settlement Date shall be the fifth Business Day next following the last occurring Averaging Date in relation to any [Index] [Share]] [The provisions of "Annex 12 – Additional Terms and Conditions for Saudi Share Linked Warrants" shall apply] [other] (*N.B. Only applicable in relation to Cash Settled W&C Instruments*).
- For Low Exercise Price Warrants only:* [As specified in LEPW Condition 9] [insert other]
10. [Number] [Aggregate Notional Amount] of W&C Instruments being issued: The [number] [aggregate notional amount] of W&C Instruments being issued is set out in "Specific Provisions for each Series" above
11. Issue Price: [The issue price per [W&C Instrument] [Unit (*in relation to Warrants only*))] is set out in "Specific Provisions for each Series" above] [[●] per cent. of Aggregate Notional Amount]
12. Cash Settlement Amount: [*Insert details of how Cash Settlement Amount is to be calculated*]
- For Saudi Share Linked Warrants only:* [The provisions of "Annex 12 – Additional Terms and Conditions for Saudi Share Linked Warrants" shall apply. The relevant Adjustment Factor is set out in "Specific Information relating to the Reference Item(s)" in paragraph 40 of these Final Terms]
- For Low Exercise Price Warrants only:* [The provisions of "Annex 3 – Additional Terms and Conditions for Low Exercise Price Warrants" shall apply. The Cash Settlement Amount is specified in paragraph 39 of these Final Terms]
13. Business Day Centre(s): [●]
14. Settlement: [Cash Settled W&C Instruments] [and/or] [Physical Delivery W&C Instruments]
- (*N.B. Saudi Share Linked Warrants may only be Cash Settled*)
15. Issuer's Option to Vary Settlement: [Applicable] [Not Applicable]

16. Settlement Currency: [●]
17. Exchange Rate: The Exchange Rate for conversion of any amount into the Settlement Currency for the purposes of determining the Cash Settlement Amount is [●] [Not Applicable]
- For Saudi Share Linked Warrants only:* [The provisions of "Annex 12 – Additional Terms and Conditions for Saudi Share Linked Warrants" shall apply]
- For Low Exercise Price Warrants only:* [The provisions of "Annex 3 – Additional Terms and Conditions for Low Exercise Price Warrants" shall apply. The Exchange Rate is specified in paragraph 39 of these Final Terms]
18. Calculation Agent: [Merrill Lynch International] [BofA Securities Europe SA] [*specify other*]

PROVISIONS RELATING TO WARRANTS

19. Type of Warrants: [European Style] [American Style] [*other*]
- If American Style is applicable:*
- [The Exercise Period in respect of the Warrants is from and including [●] to and including [●], or if [●] is not an Exercise Business Day, the immediately succeeding Exercise Business Day]
- If American Style and LEPW Conditions are applicable:*
[The Exercise Period in respect of the Warrants is specified in the LEPW Condition 8] [*insert other*]
20. Units: [Warrants must be exercised in Units. Each Unit consists of the number of Warrants set out in "Specific Provisions for each Series" above. (*N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" set out below*)] [Not Applicable]
21. Exercise Price: The Exercise Price per [Warrant] [Unit] is [●] [Not Applicable]
- (N.B. This should, in the case of Index Linked Warrants, be expressed as a monetary value. Not applicable for Saudi Share Linked Warrants)*
22. Automatic Exercise: [Applicable] [Not Applicable]
23. Minimum Exercise Number: [The minimum number of Warrants that may be exercised on any day by any Holder is [●] [and Warrants may only be exercised in integral multiples of [●] Warrants in excess thereof]] [Not Applicable]
24. Maximum Exercise Number: [The maximum number of Warrants that may be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is [●]] [Not Applicable] (*N.B. Not applicable for European Style Warrants*)
25. Notional Amount per Warrant: [●] [Not Applicable]

PROVISIONS RELATING TO CERTIFICATES

26. Holder Put Option: [Applicable] [Not Applicable]
- (a) Holder Put Option Notice Period: [As specified in Condition 31(E)] [*specify other*]
- (b) Put Option Cash Settlement: [Applicable] [Not Applicable]
- (c) Put Option Cash Settlement Amount: [*insert details*]
27. Notional Amount per Certificate: [●] [Not Applicable]

PROVISIONS RELATING TO W&C INSTRUMENTS

28. Additional Amounts: [Applicable] [Not Applicable]
- (N.B. Additional Amounts are not applicable for W&C Instruments in respect of which the applicable Final Terms specify that "LEPW Conditions" shall be applicable)*
- For Saudi Share Linked Warrants only (sub-paragraphs are not required for Saudi Share Linked Warrants):*
- [Applicable. The provisions of "Annex 12 – Additional Terms and Conditions for Saudi Share Linked Warrants" shall apply]
- For Share Linked Instruments in respect of which the applicable Final Terms specify that "Dividend Conditions" shall be applicable and that Share Linked Conditions 10 and 11 shall be applicable (sub-paragraphs are not required):*
- [Applicable. Share Linked Conditions 10 and 11 shall apply.]
- For Fund Linked Instruments in respect of which the applicable Final Terms specify that "Dividend Conditions" shall be applicable and that Fund Linked Conditions 14 and 15 shall be applicable (sub-paragraphs are not required):*
- [Applicable. Fund Linked Conditions 14 and 15 shall apply.]
- (a) Notional Amount per W&C Instrument: [●]
- (b) Additional Amount Payment Dates: [●]
- (c) Additional Amount Rate: [●]
- (d) Additional Amount Rate Day Count Fraction: [Actual/360]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[30/360 (Floating)] [30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]

[30E/360 (ISDA)]

- (e) Additional Amount Cut-Off Date: [Exercise Date] [Settlement Date] [*specify other*]
- (f) Other terms or special conditions relating to Additional Amounts: [●] [Not Applicable]
29. Issuer Call Option: [Applicable] [Not Applicable]
- (a) Issuer Call Option Notice Period: *For Certificates only:* [As specified in Condition 31(C)] [*specify other*]
For Warrants only: [As specified in Condition 24(D)] [*specify other*]
- (b) Call Option Date(s): [*insert date(s)*]
- (c) Call Option Cash Settlement: [Applicable] [Not Applicable]
- (d) Call Option Cash Settlement Amount: [*insert details*]
30. Mandatory Early Exercise: [Applicable] [Not Applicable]
- (a) Mandatory early Exercise Event: [●]
- (b) Mandatory Early Exercise Date: [●]
- (c) Mandatory Early Exercise Cash Settlement: [Applicable] [Not Applicable]
- (d) Mandatory Early Exercise Cash Settlement Amount: [*insert details*]
- (e) Mandatory Early Exercise Cash Settlement Date: [●]

PROVISIONS RELATING TO TYPE OF W&C INSTRUMENTS

31. Index Linked Conditions: [Applicable] [Not Applicable]
- (a) Index/Basket of Indices: [The index] [Each of the indices] set out under the heading "Index" in "Specific Information relating to the Reference Item(s)" below ([the "**Index**"] [each, an "**Index**" and together the "**Indices**" or "**Basket of Indices**"])

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "**Index**", "**Bloomberg Code**", "**Index Sponsor**", "**Type of Index**", "**Exchange**", "**Related Exchange**", "**Index Currency**" [, "**Weighting**"] and ["**Initial Level**"] (*insert additional columns as applicable*) applicable to [an] [the] Index shall have the corresponding meanings set forth against such Index in the table below:

Index	Bloomberg Code	Index Sponsor	Type of Index	Exchange	Related Exchange	Index Currency	[Weighting] ²⁷	[Initial Level]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

- (b) Index Performance: [●] [As specified in the Index Linked Conditions]
- (c) Barrier Event (intraday): [Applicable] [Not Applicable]
 Barrier Event [As specified in the Index Linked Conditions]
 Determination Day:
- (d) Barrier Event (closing): [Applicable] [Not Applicable]
 Barrier Event [Valuation Date]
 Determination Day:
 [In respect of [the] [each] Index, each Scheduled Trading Day for such Index during [the] [each] Observation Period that is not a Disrupted Day for such Index]
 [Each Common Scheduled Trading Day that is not a Disrupted Day for any Index in the Basket of Indices during [the] [each] Observation Period]
- (e) Barrier Level: [●] [Not Applicable]
- (f) Averaging: [Applicable] [Not Applicable]
 (i) Averaging Date(s): [●]
 (ii) Omission: [Applicable] [Not Applicable]
 (iii) Postponement: [Applicable] [Not Applicable]
 (iv) Modified Postponement: [Applicable] [Not Applicable]
- (g) Valuation Date(s): [●]
- (h) Valuation Time: [As specified in the Index Linked Conditions] [*specify other*]
- (i) Observation Date(s): [●]
- (j) Observation Period: [Applicable: [Extension] [No Extension]] [Not Applicable]
 (i) Observation Period Start Date: [[●] ([Including] [Excluding])] [Not Applicable]
 (ii) Observation Period End Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (k) Common Scheduled Trading Days: [Applicable. [Common] [Individual] Disrupted Days will apply] (*N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified.*) [Not Applicable]

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May only be applicable in relation to Index Linked W&C Instruments relating to a Basket of Indices.

(N.B. Not applicable in respect of each Index to which futures price valuation applies)

(N.B. May only be applicable in relation to Index Linked W&C Instruments relating to a Basket)

- | | | |
|-------|---|---|
| (l) | Disrupted Day: | <p>[If the Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated <i>[insert calculation method]</i>]</p> <p>[As specified in the Index Linked Conditions]</p> |
| (m) | Additional Disruption Events: | <p>The following Additional Disruption Events apply to the W&C Instruments:</p> <p>[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]</p> <p>[LEPW Non-compliance Event] <i>(N.B. Only applicable in relation to Index Linked W&C Instruments in respect of which LEPW Conditions apply)</i></p> <p>[Regulatory Order] <i>(N.B. Only applicable in relation to Index Linked W&C Instruments in respect of which LEPW Conditions apply)</i></p> <p>[For the purposes of LEPW Non-compliance Event and Regulatory Order, Relevant Jurisdiction means [the People's Republic of China] [Taiwan] [●]] <i>(N.B. Only applicable where LEPW Non-compliance Event and/or Regulatory Order shall apply)</i></p> |
| (n) | Additional Terms and Conditions for Index-Linked Futures Contracts: | <p>[Not Applicable] [Applicable – the provisions set out in Annex 16 (<i>Additional Terms and Conditions for Index-Linked Futures Contracts</i>) will apply to the W&C Instruments and [the/each] Applicable Index]</p> |
| (i) | Applicable Index: | [●] |
| (ii) | Applicable Delivery Month: | [●] |
| (iii) | Derivatives Exchange | [●] |
| (iv) | Final Level | [Final Settlement Price or Daily Settlement Price] / [Final Settlement Price] / [Daily Settlement Price] |
| (o) | Physical Settlement: | [Applicable] [Not Applicable] |
| | - Index-Related ETF: | <p>[●] <i>(N.B. For each Index specify the ETF corresponding to such Index)</i></p> <p>See paragraph [36] of these Final Terms</p> |
| (p) | Other terms or special conditions: | [●] [Not Applicable] |
| 32. | Share Linked Conditions: | [Applicable] [Not Applicable] |

- (a) Share(s)/Basket of Shares: [The] [Each of the] [ordinary shares] [depository receipts] of the relevant Share Company set out under the heading "**Share Company**" in "Specific Information relating to the Reference Item(s)" below (each a "**Share**" and together, the "**Shares**" [or the "**Basket of Shares**")]

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "**Share Company**", "**ISIN of Share**", "**Bloomberg Code**", "**Exchange**", "**Related Exchange**", "**Local Jurisdiction**" [, "**Weighting**"] and ["**Initial Price**"] (*insert additional columns as appropriate*) applicable to a Share shall have the corresponding meanings set forth against the relevant Share Company in the table below:

Share Company	ISIN of Share	Bloomberg Code	Exchange	Related Exchange	Local Jurisdiction	[Weighting] ²⁸	[Initial Price]
[●] ²⁹	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

- (b) Share Performance: [●] [As specified in the Share Linked Conditions]
- (c) Barrier Event (intraday): [Applicable] [Not Applicable]
- Barrier Event [As specified in the Share Linked Conditions]
Determination Day:
- (d) Barrier Event (closing): [Applicable] [Not Applicable]
- Barrier Event [Valuation Date]
Determination Day:
- [In respect of [the] [each] Share, each Scheduled Trading Day for [the] [each] Share during [the] [each] Observation Period that is not a Disrupted Day for such Share]
- [Each Common Scheduled Trading Day that is not a Disrupted Day for any Share in the Basket of Shares during [the] [each] Observation Period]
- (e) Barrier Level: [●] [Not Applicable]
- (f) Averaging: [Applicable] [Not Applicable]
- (i) Averaging Date(s): [●]
- (ii) Omission: [Applicable] [Not Applicable]
- (iii) Postponement: [Applicable] [Not Applicable]
- (iv) Modified Postponement: [Applicable] [Not Applicable]
- (g) Valuation Date(s): [●]
- (h) Valuation Time: [As specified in the Share Linked Conditions] [*specify other*]
- (i) Observation Date(s): [●]

²⁸ May only be applicable in relation to Share Linked W&C Instruments relating to a Basket of Shares.

²⁹ Warrants issued by MLB V must not reference the Shares of MLB V or any of its present or future subsidiaries.

- (j) Observation Period: [Applicable: [Extension] [No Extension]] [Not Applicable]
- (i) Observation Period Start Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (ii) Observation Period End Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (k) Common Scheduled Trading Days: [Applicable. [Common] [Individual] Disrupted Days will apply]] (*N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified*) [Not Applicable]
- (N.B. May only be applicable in relation to Share Linked W&C Instruments relating to a Basket)
- (l) Disrupted Day: [If the Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated *[insert calculation method]*]
- [As specified in the Share Linked Conditions]
- (m) Tender Offer: [Applicable] [Not Applicable]
- (n) Announcement Event: [Applicable] [Not Applicable]
- (o) Share Substitution: [Applicable. Share Substitution Criteria are [insert details] [as specified in the Share Linked Conditions]] [Not Applicable]
- (p) Local Tax Adjustment: [Not Applicable]
- [Applicable. Local Jurisdiction is set out in "Specific Information relating to the Reference Item(s)" above. [Where Local Jurisdiction is specified to be "United States" then this shall mean the United States of America's federal and/or state and/or local taxes and/or any political subdivision thereof]]
- (q) Additional Disruption Events: The following Additional Disruption Events apply to the W&C Instruments:
- [Change in Law]
 [Hedging Disruption]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: [●]]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: [●]]
- [LEPW Non-compliance Event] (*N.B. Only applicable in relation to Share Linked W&C Instruments in respect of which LEPW Conditions apply*)
- [Regulatory Order] (*N.B. Only applicable in relation to Share Linked W&C Instruments in respect of which LEPW Conditions apply*)

- [China Connect Share Disqualification] *(N.B. Only applicable in relation to Share Linked W&C Instruments in respect of which LEPW Conditions and China Connect Share LEPW Conditions apply)*
- [China Connect Service Termination] *(N.B. Only applicable in relation to Share Linked W&C Instruments in respect of which LEPW Conditions and China Connect Share LEPW Conditions apply)*
- (r) Dividend Conditions: [Applicable] [Not Applicable]
- [Share Linked Condition[s] 10 [and 11] shall apply]
- Additional Amount Proportion: [100 per cent.] [●]
- Number of Shares per W&C Instrument: [●]
- (s) Other terms or special conditions: [●] [Not Applicable]
33. GDR/ADR Linked Conditions: [Applicable] [Not Applicable]
- (For GDR/ADR Linked W&C Instruments complete sections for Share Linked W&C Instruments (paragraph 32 above) (completed and amended as appropriate) and this section)*
- (a) Partial Lookthrough: [Applicable] [Not Applicable]
- (b) Full Lookthrough: [Applicable] [Not Applicable]
34. FX Linked Conditions: [Applicable] [Not Applicable]
- (a) Base Currency/Subject Currency: [●]
- (b) Currency Price: [As specified in the FX Linked Conditions] [*specify other*]
- (c) FX Market Disruption Event(s): *(N.B. Only complete if FX Trading Suspension or Limitation/Inconvertibility Event/Price Materiality Event/Non-Transferability Event and/or other disruption events should be included as FX Market Disruption Events)*
- (i) FX Trading Suspension or Limitation: [Applicable] [Not Applicable]
- (ii) Inconvertibility Event: [Applicable] [Not Applicable]
- (iii) Price Materiality Event: [Applicable. Price Materiality Percentage: [●]] [Not Applicable]
- (iv) Non-Transferability Event: [Applicable] [Not Applicable]
- (v) Other: [●]

- (d) Disruption Fallbacks: *(Specify the applicable Disruption Fallbacks in the order that they will apply)*
- [Calculation Agent Determination]
 [Currency-Reference Dealers Reference Dealers: [four]
[specify other]
 [EM Fallback Valuation Postponement]
 [EM Valuation Postponement]
 [Fallback Reference Price Fallback Reference Price: [●
]]
 [Other Published Sources]
 [Postponement Maximum Days of Postponement: [●]]
[Other]
- (e) FX Price Source(s): [●]
- (f) Specified Financial Centre(s): [●]
- (g) Averaging: [●]
- (h) Valuation Date(s): [●]
- (i) Valuation Time: [●]
- (j) Weighting: [Not Applicable] [The weighting to be applied to each item comprising the Basket to ascertain the Currency Price is [●]] *(N.B. Only applicable in relation to FX Linked W&C Instruments relating to a Basket)*
- (k) EM Currency Provisions: [Applicable] [Not Applicable]
- (i) Unscheduled Holiday: [Applicable. Maximum Days of Deferral: [●]]
- [Not Applicable]
- (ii) EM Valuation Postponement: [Applicable. Maximum Days of EM Valuation Postponement: [●]]
- (iii) EM Fallback Valuation Postponement: [Applicable. Fallback Maximum Period of Postponement: [As specified in the FX Linked Conditions] *[specify other]*
- [Not Applicable]
- (iv) Cumulative Events: [Applicable. Maximum Days of Cumulative Postponement: [As specified in the FX Linked Conditions] *[specify other]* [Not Applicable]]
- (l) Successor Currency: [Applicable] [Not Applicable] [Issue Date/other]
- (m) Rebasing: [Applicable] [Not Applicable]
- (n) Additional Disruption Events: [Not Applicable]
- [The following Additional Disruption Events apply to the W&C Instruments:
- [Change in Law]
 [Hedging Disruption]

- [Increased Cost of Hedging]]
- (o) Other terms or special conditions: ☐ [Not Applicable]
35. Commodity Linked Conditions: ☐ [Applicable] ☐ [Not Applicable]
- (a) Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices: ☐ [●]
- (b) Commodity Reference Price: ☐ [●]
- (c) Price Source: ☐ [●]
- (d) Exchange: ☐ [●]
- (e) Delivery Date: ☐ [●]
- (f) Pricing Date: ☐ [●]
- (g) Common Pricing (Commodity Linked Condition 3(a)): ☐ [Applicable] ☐ [Not Applicable] *(N.B. Only applicable in relation to Commodity Linked W&C Instruments relating to a Basket of Commodities or Basket of Commodity Indices)*
- (h) Additional Commodity Market Disruption Events: ☐ [Specify any additional Commodity Market Disruption Events]
- (i) Disruption Fallback(s): ☐ [As specified in the Commodity Linked Conditions]/☐ [specify other]
- ☐ [Fallback Reference Price: alternate Commodity Reference Price – ☐ [●]]
- ☐ [Commodity Cut-Off Date: ☐ [●]]
- ☐ [Commodity Index Cut-Off Date: ☐ [●]]
- (j) Additional Disruption Events in respect of a Commodity Index: ☐ [Not Applicable]
- ☐ [The following Additional Disruption Events apply to the W&C Instruments in respect of a Commodity Index:
- ☐ [Change in Law]
- ☐ [Hedging Disruption]
- ☐ [Increased Cost of Hedging]]
- (k) Commodity Business Day: ☐ [In respect of [the] [each] Commodity as specified in the Commodity Linked Conditions]
- ☐ [In respect of [the] [each] Commodity Index ☐ [●] *[If Commodity Index linked, the Commodity Business Day should mirror the definition of Business Day as used in the Commodity Index]*
- (l) Weighting: ☐ [Not Applicable] ☐ [The weighting to be applied to each item comprising the Basket is ☐ [●]] *(N.B. Only applicable in relation to Commodity Linked W&C Instruments relating to a Basket)*

- (m) Specified Price: [high price]
[low price]
[average of the high price and the low price]
[closing price]
[opening price]
[bid price]
[asked price]
[average of the bid price and the asked price]
[settlement price]
[official settlement price]
[official price]
[morning fixing]
[afternoon fixing]
[spot price]
[specify other]
- (n) Other terms or special conditions: [●] [Not Applicable]
[If Commodity Index linked, ensure that Market Disruption Event covers disruptions on any underlying sub-indices]
36. Fund Linked Conditions: [Applicable] [Not Applicable] [Applicable only for Index Linked W&C Instruments that are Physical Delivery W&C Instruments]
- (a) Fund/Basket of Funds: [●]
[[The [●] Fund is an ETF]
[Exchange for each Fund Share: [●]]
[Related Exchange for each Fund Share: [●] [All Exchanges]]
[Underlying Index: [●]]
(N.B. Include for Exchange Traded Funds (ETFs))
[The Fund Share set out under the heading "ETF" in "Specific Information relating to the Reference Item(s)" below.]

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "[Fund]", "[ETF]", "ISIN Code", "Bloomberg Code", "Underlying Index", "Exchange", "Related Exchange" and "Initial Price" (*insert additional columns as appropriate*) applicable to the ETF shall be the corresponding terms set forth against the ETF in the same row in the table below.

[Fund] [ETF]	ISIN Code	Bloomberg Code	Underlying Index	Exchange	Related Exchange	Initial Price
[●]	[●]	[●]	[●]	[●]	[●]	[●]

- (b) Fund Interest(s): [●]
- (c) Fund Performance: [●] [As specified in the Fund Linked Conditions]
- (d) Weighting: [Not Applicable] [The weighting to be applied to each Fund comprising the Basket of Funds [●]] (*N.B. only applicable in relation to Fund Linked Notes relating to a Basket of Funds*)

- (e) Barrier Event (intraday): [Applicable] [Not Applicable]
Barrier Event Determination Day: [As specified in the Fund Linked Conditions]
- (f) Barrier Event (closing): [Applicable] [Not Applicable]
Barrier Event Determination Day: [Valuation Date]

[In respect of [the] [each] Fund Share, each Scheduled Trading Day for such Fund Share during each Observation Period that is not a Disrupted Day for such Fund Share]

[Each Common Scheduled Trading Day that is not a Disrupted Day for any Fund in the Basket of Funds during [the] [each] Observation Period]
- (g) Barrier Level: [●] [Not Applicable]
- (h) Averaging: [Applicable] [Not Applicable]
(i) Averaging Dates: [insert dates]
(ii) Omission: [Applicable] [Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))
(iii) Postponement: [Applicable] [Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))
(iv) Modified Postponement: [Applicable] [Not Applicable] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))
- (i) Valuation Date(s): [●]
- (j) Valuation Time: [As specified in the Fund Linked Conditions] [specify other] (N.B. May only be applicable in relation to Exchange Traded Funds (ETFs))
- (k) Observation Date(s): [●]
- (l) Observation Period: [Applicable: [Extension] [No Extension]] [Not Applicable]
(i) Observation Period Start Date: [[●] ([Including] [Excluding])] [Not Applicable]
(ii) Observation Period End Date: [[●] ([Including] [Excluding])] [Not Applicable]
- (m) Common Scheduled Trading Days: [Applicable. [Common] [Individual] Disrupted Days will apply] (N.B. If Common Scheduled Trading Days are applicable, either Common or Individual Disrupted Days must be specified) [Not Applicable]

(N.B. May only be applicable in relation to Fund Linked W&C Instruments relating to a Basket of Funds)

- (n) Additional Disruption Events: [Not Applicable]
- [The following Additional Disruption Events apply to the W&C Instruments:
- [Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]]
- (o) Dividend Conditions: [Applicable] [Not Applicable]
- [Fund Linked Condition[s] 14 [and 15] shall apply]
- Additional Amount Proportion: [100 per cent.] [●]
- Number of Fund Shares per W&C Instrument: [●]
- (p) Other terms or special conditions: [Merger Event: Merger Date on or before [the Valuation Date] [other]] [Not Applicable]
37. Inflation Linked Conditions: [Applicable] [Not Applicable]
- (a) Inflation Index/Basket of Inflation Indices/Inflation Index Sponsor(s): [●]
- Inflation Index Sponsor: [●]
- (b) Related Bond: [Applicable] [Not Applicable]
- The Related Bond is: [●] [Fallback Bond]
- [Fallback Bond: [Applicable] [Not Applicable]] The End Date is: [●]
- (c) Determination Date(s): [●]
- (d) Cut-Off Date: [●]
- (e) Other terms or special conditions: [●] [Not Applicable]
38. Credit Linked W&C Instruments: [Applicable] [Not Applicable]
- [The provisions of "Annex 9B – *Additional Terms and Conditions for Credit Linked W&C Instruments*" shall apply]
- (a) Notional Amount per W&C Instrument: [●]
- (b) Aggregate Notional Amount of the W&C Instruments: [●]
- (c) Credit Observation Start Date: [●] [Not Applicable]
- (d) Scheduled Exercise Date: [●]
- (e) Long/Short Exercise Date: [15 Business Days] [specify other]

- (f) Accrual of Additional Amounts upon Credit Event: [Applicable] [Not Applicable]
- (g) Calculation Agent Determination: [Applicable] [Not Applicable]
- (h) Credit Event Backstop Date: [[Not] [subject to adjustment for non-Business Days in accordance with the Business Day Convention]]
- (i) Reference Entity(ies): [●]
- Transaction Type: [●]
- Financial Reference Entity Terms: [Applicable] [Not Applicable]
- (j) Reference Obligation(s):
- [Standard Reference Obligation: [Applicable] [Not Applicable]]
- [Seniority Level: [Senior Level] [Subordinated Level]]
- (Include details of Reference Obligation(s) if Standard Reference Obligation does not apply)*
- [The obligation[s] identified as follows: [●]
- Primary Obligor: [●]
- Guarantor: [●]
- Maturity: [●]
- Coupon: [●]
- CUSIP/ISIN: [●]
- Listing venue: [●]]
- (k) Party responsible for making calculations and determinations pursuant to the Credit Linked W&C Conditions (if not Calculation Agent): [●]
- (l) All Guarantees: [Applicable] [Not Applicable]
- (m) Credit Events: [As set forth in the Physical Settlement Matrix for the Transaction Type]/[Bankruptcy]
- [Failure to Pay]
- Payment Requirement: [●]
- [Grace Period Extension [Applicable] [Not Applicable]]
- [If Applicable:

- Grace Period: [●]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]
- [Restructuring]
- Mod R: [Applicable] [Not Applicable]
- Mod Mod R: [Applicable] [Not Applicable]
- [Governmental Intervention]
- Default Requirement: [●]
- Provisions relating to Credit Event Notice after M(M)R Restructuring Credit Event: Credit Linked W&C Condition 11 [Applicable] [Not Applicable]
 - Provisions relating to Multiple Holder Obligation: Credit Linked W&C Condition 12 [Applicable] [Not Applicable]
- [Specify other]
- (n) Nth-to-Default Instruments: [Applicable] [Not Applicable]
- Substitution: [Applicable] [Not Applicable]
- N: [●]
- Credit Requirement: Spread [●] (*N.B. if Substitution applicable*)
- (o) Notice of Publicly Available Information: [Applicable] [Not Applicable]
- [If Applicable:
- Public Source(s): [●]
- Specified Number: [●]
- Notice Delivery Period: [●] Business Days
- (p) Obligation(s):
- Obligation Category: [As set out in the Physical Settlement Matrix for the Transaction Type] [Payment]
- [select one only]: [Borrowed Money]
- [Reference Obligation Only]
- [Bond]
- [Loan]

[Bond or Loan]

Obligation Characteristics: [As set out in the Physical Settlement Matrix for the Transaction Type] [Not Subordinated]

[select all of which apply]: [Specified Currency: *[specify currency]*]

[Standard Specified Currency]

[Not Sovereign Lender]

[Not Domestic Currency]

[Domestic Currency means: *[specify currency]*]

[Not Domestic Law]

[Domestic Law means: *[specify law]*]

[Listed]

[Not Domestic Issuance]

Additional Obligation(s): [●]

(q) Excluded Obligation(s): [●]

(r) Redemption following Credit Linked W&C Condition 10 [Applicable] [Not Applicable]

(If Applicable)

[Merger Event Redemption Amount: [●]]

[Merger Event Redemption Date: [●]]

(s) Unwind Costs: [Standard Unwind Costs] *[specify other]* [Not Applicable]

(t) Provisions relating to Credit Linked W&C Condition 14 [Applicable] [Not Applicable]
Monoline Insurer as Reference Entity:

(u) Provisions relating to LPN Credit Linked W&C Condition 15 [Applicable] [Not Applicable]
Reference Entities:

(v) Settlement Method: [Cash Settlement] [Physical Settlement]³⁰ [Auction Settlement]

(w) Fallback Settlement Method: [Cash Settlement] [Physical Settlement]³¹

Terms relating to Cash Settlement

(x) Credit Event Redemption Amount: [[●] per W&C Instrument] [As specified in the Credit Linked W&C Conditions]

³⁰ Long Credit Linked W&C Instruments only.

³¹ Long Credit Linked W&C Instruments only.

- (y) Credit Event Redemption Date: ☐ Business Days
- (z) Valuation Date: ☐ [Single Valuation Date:
☐ Business Days]
☐ [Multiple Valuation Dates:
☐ Business Days; and each ☐ Business Days thereafter
Number of Valuation Dates: ☐
- (aa) Valuation Time: ☐
- (bb) Quotation Method: ☐ [Bid] ☐ [Offer] ☐ [Mid-market]
- (cc) Quotation Amount: ☐ [Representative Amount]
- (dd) Minimum Quotation Amount: ☐
- (ee) Quotation Dealers: ☐
- (ff) Quotations: ☐ [Include Accrued Interest] ☐ [Exclude Accrued Interest]
- (gg) Valuation Method: ☐ [Market] ☐ [Highest]
☐ [Average Market] ☐ [Highest] ☐ [Average Highest]
☐ [Blended Market] ☐ [Blended Highest]
☐ [Average Blended Market] ☐ [Average Blended Highest]
- (hh) Provisions relating to Deliverable Obligations Portfolio Valuation: ☐ Credit Linked W&C Condition 16 ☐ [Applicable] ☐ [Not Applicable]

☐ [If Applicable:
Benchmark Obligation: ☐ [Reference Obligation] ☐ [Other]

(N.B. Deliverable Obligation Category and Deliverable Obligation Characteristics should also be completed if Credit Linked W&C Condition 16 applies)]

Terms relating to Auction Settlement

- (ii) Auction Settlement Amount: ☐
- (jj) Auction Settlement Date: ☐ [Five Business Days] ☐ [Specify other]
- (kk) Other terms or special conditions: ☐ [Not Applicable]

Terms relating to Physical Settlement *(N.B. include if Physical Settlement is the Settlement Method or the Fullback Settlement Method)*

- (ll) Physical Settlement Period: ☐ Business Days

- (mm) Accrued Interest on [Include Accrued Interest] [Exclude Accrued Interest]
Entitlement:
- (nn) Settlement Currency: [●]
- (oo) Deliverable Obligations:
- Deliverable Obligation [As set out in the Physical Settlement Matrix for the
Category Transaction Type] [Payment]
- [select one only]: [Borrowed Money]
- [Reference Obligation Only]
- [Bond]
- [Loan]
- [Bond or Loan]
- Deliverable Obligation [As set out in the Physical Settlement Matrix for the
Characteristics Transaction Type] [Not Subordinated]
- [select all of which apply]: [Specified Currency: *[specify currency]*]
- [Standard Specified Currency]
- [Not Sovereign Lender]
- [Not Domestic Currency]
- [Domestic Currency means: *[specify currency]*]
- [Not Domestic Law]
- [Domestic Law means: *[specify law]*]
- [Listed]
- [Not Subordinated]
- [Not Domestic Issuance]
- [Assignable Loan]
- [Consent Required Loan]
- [Direct Loan Participation]
- [Qualifying Participation Seller: Applicable] [Not
Applicable *[insert requirements]*]
- [Transferable]
- [Maximum Maturity: [●]]
- [Accelerated or Matured]
- [Not Bearer]
- Additional Deliverable [●]
Obligation(s):

- (pp) Excluded Deliverable Obligation(s): [●]
- (qq) Indicative Quotations: [Applicable] [Not Applicable]
- (rr) Credit Cut-Off Date: [●]
- (ss) Additional Disruption Events: [Not Applicable]
- [The following Additional Disruption Events will apply to the W&C Instruments:
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]]
- (tt) Subordinated European Insurance Terms: [Applicable] [Not Applicable]
- (uu) CoCo Provisions: Credit Linked W&C Condition 18 [Applicable] [Not Applicable]
- [If Applicable:
- Trigger Percentage: [As specified in Credit Linked W&C Condition 18] [●]]
- (vv) Sovereign No Asset Package Delivery: Credit Linked W&C Condition 19 [Applicable] [Not Applicable]
- (ww) Additional Provisions for the Argentine Republic: Credit Linked W&C Condition 20 [Applicable] [Not Applicable]
- (xx) Other terms or special conditions: [●] [Not Applicable]
39. LEPW Conditions: [Applicable] [Not Applicable]
- (a) Cash Settlement Amount: [The provisions of Annex 3 - *Additional Terms and Conditions for Low Exercise Price Warrants* shall apply]
- [●]
- (i) Out-performance: [Applicable. Out-performance 1] [Applicable. Out-performance 2] [Not Applicable] [if not applicable, then may delete the following sub-paragraphs]
- [- Rate:] [[●]] [Not Applicable] (N.B. If Out-performance is applicable, insert this sub-paragraph)
- (ii) Non Out-performance: [Applicable] [Not Applicable] [if not applicable, then may delete the following sub-paragraphs]
- [- Multiplier:] [[●]] [Not Applicable] (N.B. If Non Out-performance is applicable, insert this sub-paragraph)
- (iii) Settlement Price: [Settlement Price (Effective Price 1)]
[Settlement Price (Effective Price 2)]
[Settlement Price (Index Closing Level)]
[Settlement Price (Share Closing Price 1)]

- [Settlement Price (Share Closing Price 2)]
- (b) Exchange Rate: ☐ [Applicable: [Exchange Rate 1] [Exchange Rate 2] [Exchange Rate 3]] ☐ [Not Applicable] (*N.B. insert the following sub-paragraphs if Exchange Rate 2 is applicable*)
- [(A) Specified Rate:] [The [spot rate of exchange] [bid rate of exchange] [mid rate of exchange] [offer rate of exchange]] ☐
- [(B) FX Price Source:] ☐
- [(C) FX Valuation Time:] ☐
- (c) Local Currency: ☐ [Not Applicable]
- (d) Additional Amount: ☐ [As defined in LEPW Condition 2] ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (e) Additional Amount Payment Date(s): [As specified in LEPW Condition 2] ☐ [insert other] ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (f) Dividend Taxes (PRC) Deduction: ☐ [Applicable] ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (g) Number of Shares per Warrant: ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (h) Pre-IPO Share: ☐ [Applicable] ☐ [Not Applicable]
- (i) Ratio: ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (j) Original Scheduled Expiration Date: ☐
- (k) Scheduled Expiration Date: [The Original Scheduled Expiration Date] ☐ (*N.B. Where applicable, specify such later date pursuant to the definition of Scheduled Expiration Date in LEPW Condition 2*)
- (l) Scheduled Expiration Cut-Off Date: ☐
- (m) Special Conditions for Potential Adjustment Events (*LEPW Condition 5(g)*): ☐ [Applicable] ☐ [Not Applicable] (*N.B. Not Applicable for Index Linked W&C Instruments*)
- (n) Change in Law Amendment (*LEPW Condition 6(a)*): ☐ [Applicable] ☐ [Not Applicable]
- (o) Deduction of Cost and Taxes (*LEPW Condition 7*): ☐ [Applicable] ☐ [Not Applicable]
- (p) Exercise Period Start Date (*LEPW Condition 8*): [Tranche 1 Issue Date: ☐] ☐ [Listing Date]

- (q) Scheduled Settlement Date (LEPW Condition 9): ☐ [Scheduled Settlement Date is Business Day Adjusted]
- (i) Number of Settlement Business Days: ☐ [Business Days] [As specified in the LEPW Conditions]
- (ii) Settlement Business Day Convention: ☐ [Following Business Day Convention] ☐ [Modified Following Business Day Convention] ☐ [Nearest Preceding Business Day Convention]
- (r) China Connect Share LEPW Conditions (LEPW Conditions 10 to 14): ☐ [Applicable] ☐ [Not Applicable] *[if not applicable, then may delete the following sub-paragraphs]*
- [- ChiNext Share:] ☐ [Applicable] ☐ [Not Applicable]
- [- STAR Market Share:] ☐ [Applicable] ☐ [Not Applicable]
- (s) Other terms or special conditions: ☐ [Not Applicable]
40. Saudi Share Linked Warrant Conditions: ☐ [Applicable] ☐ [Not Applicable]
- (a) Share(s)/Basket of Shares: [Each of the ordinary shares of the relevant Share Company set out under the heading "**Share Company**" in "Specific Information relating to the Reference Item(s)" below (each a "**Share**" and together, the "**Shares**" [or the "**Basket of Shares**")]

SPECIFIC INFORMATION RELATING TO THE REFERENCE ITEM(S)

The terms "**Share Company**", "**Adjustment Factor**", "**ISIN of Share**", "**Weighting**" and "**Bloomberg Code**" applicable to the Share shall have the meaning set forth against the relevant Share Company in the table below.

Series Number	Share Company	Adjustment Factor	ISIN of Share	Weighting	Bloomberg Code
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (b) Exchange(s): ☐ [Saudi Stock Exchange (*Tadawul*)]
- (c) Related Exchange: ☐ [All Exchanges]
- (d) Valuation Date: ☐
- [Common Scheduled Trading Days: ☐ [Applicable] ☐ [Not Applicable]] (*N.B. May only be applicable in relation to Share Linked W&C Instruments relating to a Basket*)
- (e) Tender Offer: ☐ [Applicable] ☐ [Not Applicable]
- (f) Share Substitution: ☐ [Applicable. Share Substitution Criteria are ☐ [specified in Share Linked Condition 6] ☐ [specify other]]
- ☐ [Not Applicable]
- (g) Additional Disruption Events: The following Additional Disruption Events apply to the W&C Instruments (in addition to Jurisdiction Event and Trading Failure as set out in the provisions of "Annex 12

– *Additional Terms and Conditions for Saudi Share Linked Warrants*):

[Change in Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Insolvency Filing]

- (h) Other terms or special conditions: [●] [Not Applicable]

PROVISIONS RELATING TO SECURED W&C INSTRUMENTS

41. Secured Static/Floating Instruments Conditions: [Applicable in accordance with Annex 13] [Not applicable]

(If not applicable, delete the remaining provisions of this section).

- (a) Eligible Static Collateral Assets: [Single Eligible Debt Security] / [Basket of Eligible Debt Securities]

(Insert the following sub-paragraphs if Single Eligible Debt Security is specified)

[- Relevant Static Collateral ISIN: [●]]

- Debt Security Issuer: [●]]

(Insert the following table if a Basket of Eligible Debt Securities is specified)

Eligible Static Collateral Assets Table		
Debt Security Issuer(s)	Relevant Static Collateral ISIN	Eligible Debt Security Weighting
[●]	[●]	[●]%

[Repeat rows as necessary]

- (b) Collateral Valuation Currency: [specify]

- (c) MTM Collateral Specified Percentage: [specify]

- (d) Order of Priority: [Standard Order of Priority as defined in Annex 13] [(a), [specify alternative order of sub-paragraphs (b) – (e) as needed]].

- (e) Physical Delivery of Static Collateral Assets: [Applicable] [Not Applicable]

(N.B. In respect of any Secured W&C Instruments which are Rule 144A W&C Instruments, Physical Delivery of Static Collateral Assets shall not apply)

- (f) Eligibility Criteria: [Applicable. Only Initial MTM Collateral Assets are Eligible is applicable] [Applicable. In respect of each Eligible MTM Collateral Class, as specified in the relevant row of the MTM Collateral Assets Table below:]

MTM COLLATERAL ASSETS TABLE	
Eligible MTM Collateral Class	Margin Percentage
[●]	[●]

[Repeat rows as necessary]

- (g) Static Collateral Specified Percentage: [specify]
- (h) Collateral Trigger Event: [Applicable] [Not Applicable]
- (If not applicable, delete the remaining provisions of this sub-paragraph).*
- [For the purposes of the definition of "Collateral Trigger Event" in Secured Static/Floating Instruments Condition 9.2, ["less than the Collateral Trigger Level"/"less than or equal to the Collateral Trigger Level"] is applicable.]
- (i) Collateral Trigger Level: [specify]
- (ii) Collateral Trigger Observation Day: [As specified in Secured Static/Floating Instruments Condition 9.2] / [specify other]
- Specified Business Hours: [As specified in Secured Static/Floating Instruments Condition 9.2] / [specify other]
- (iii) Collateral Trigger Observation Period: [specify]
- (iv) Relevant Screen Page: [specify]
42. Secured Fully Floating Instruments Conditions: [Applicable in accordance with Annex 14] [Not applicable]
- (If not applicable, delete the remaining provisions of this section).*
- (a) Collateral Valuation at Nominal Value: [Applicable] [Not Applicable]
- (b) Collateral Valuation Currency: [specify]
- (c) Collateralisation Percentage: [specify]
- (d) Order of Priority: [Standard Order of Priority as defined in Annex 14] [(a),[specify alternative order of sub-paragraphs (b) – (e) as needed]].
- (e) Physical Delivery of Collateral Assets: [Applicable] [Not Applicable]
- (N.B. In respect of any Secured W&C Instruments which are Rule 144A W&C Instruments, Physical Delivery of Collateral Assets shall not apply)*
- (f) Eligibility Criteria: [Applicable. Only Initial Collateral Assets are Eligible] [Applicable. In respect of each Eligible Collateral Class,

as specified in the relevant row of the Collateral Assets Table below:]

COLLATERAL ASSETS TABLE		
Eligible Collateral Class	Margin Percentage	[Concentration Limit]
[●]	[●]	

[Repeat rows as necessary]

(g) Type of Collateralisation: [MV Collateralisation] [NV Collateralisation] [Min (MV, NV) Collateralisation] [Max (MV, NV) Collateralisation]

(h) MTM Trigger Event: [Applicable] [Not Applicable]

(If not applicable, delete the remaining provisions of this sub-paragraph).

[For the purposes of the definition of "MTM Trigger Event" in Secured Fully Floating Instruments Condition 9.2, ["less than the MTM Trigger Level"/"less than or equal to the MTM Trigger Level"] is applicable.]

(i) MTM Trigger Level: [specify]

(ii) MTM Trigger Observation Day: [As specified in Secured Fully Floating Instruments Condition 9.2] / [specify other]

Specified Business Hours: [As specified in Secured Fully Floating Instruments Condition 9.2] / [specify other]

(iii) MTM Trigger Observation Period: [specify]

PROVISIONS FOR PHYSICAL DELIVERY

43. Relevant Asset(s): [●] *(N.B. For Index Linked W&C Instruments that are Physical Delivery W&C Instruments, specify the Index-Related ETF corresponding to such Index or Worst Performing Index)*

44. Entitlement: The Entitlement (as defined in Condition 4) in relation to each W&C Instrument is [●]

[The Entitlement will be evidenced and delivered in accordance with [Condition 25(C)(b) (for Warrants)] [Condition 31(A) (for Certificates)] [Specify other]]

(N.B. paragraphs 43 - 44 only applicable in relation to Physical Delivery W&C Instruments that are not Credit Linked W&C Instruments)

45. Guaranteed Cash Settlement Amount: [The Guaranteed Cash Settlement Amount is calculated [as specified in Condition 3] [as specified in Credit Linked W&C Condition 5] [specify other calculation method]]

46. Failure to Deliver due to Illiquidity: [Applicable] [Not Applicable]

(N.B. May only be applicable to Physical Delivery W&C Instruments other than Credit Linked W&C Instruments)

GENERAL

47. Form of W&C Instruments: [The W&C Instruments are to be issued into and transferred through Euroclear and Clearstream, Luxembourg]

[Euroclear/CBL Global Registered Certificate exchangeable for Definitive Registered Certificates in the limited circumstances described in the Euroclear/CBL Global Registered Certificate]

[The Certificates are eligible for sale in the United States to QIBs who are also QPs or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs]

[Regulation S/Rule 144A Global Certificate in registered form exchangeable for Definitive Registered Certificates in the limited circumstances described in the Regulation S/Rule 144A Global Certificate] [Rule 144A Global Certificate in registered form exchangeable for Definitive Registered Certificates in the limited circumstances described in the Rule 144A Global Certificate]

[The provisions of "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*" shall apply]

OR

[Euroclear/CBL Global Registered Warrant exchangeable for Definitive Registered Warrants in the limited circumstances described in the Euroclear/CBL Global Registered Warrant]

[The Warrants are eligible for sale in the United States to QIBs who are also QPs or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs]

[Regulation S/Rule 144A Global Warrant in registered form exchangeable for Definitive Registered Warrants in the limited circumstances described in the Regulation S/Rule 144A Global Warrant] [Rule 144A Global Warrant in registered form exchangeable for Definitive Registered Warrants in the limited circumstances described in the Rule 144A Global Warrant]

[The provisions of "Annex 11B – *Additional Terms and Conditions for Rule 144A W&C Instruments*" shall apply]

48. Eligibility for sale in the United States to QIBs who are also QPs or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs: The W&C Instruments are [not] eligible for sale in the United States to QIBs who are also QPs, or to, or for the account or benefit of, U.S. persons who are QIBs and also QPs.

[Where Rule 144A Certificates are eligible for sale (a) in the United States to QIBs who are also QPs, or (b) to,

or for the account or benefit of, U.S. persons who are QIBs and also QPs, include the following:

- (a) [the Rule 144A Global Certificate will be held with [the U.S. Certificate Agent as custodian for DTC] [the Common Depositary]]/[the Regulation S/Rule 144A Global Certificate will be held with the Common Depositary];
- (b) the Certificates [may] [may not] be sold concurrently outside the United States to non-U.S. persons [(such Certificates to be represented by a Regulation S/Rule 144A Global Certificate and deposited with the Common Depositary)];
- (c) any resale or other transfer of any beneficial interest in the Notes represented by the [Rule 144A Global Certificate] [Regulation S/Rule 144A Global Certificate] in the United States or to, or for the account or benefit of, a U.S. person may only be effected to or through the Issuer or the Dealer if such person is a QIB/QP that executes and delivers an Investor Representation Letter for the benefit of the Dealer, the Issuer and the Guarantor (if applicable) (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, Issuer or Guarantor (if applicable)) and subject to the satisfaction of certain other conditions for such Certificates. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the Offering Circular;
- (d) *[insert applicable U.S. selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Terms and Conditions];* and
- (e) *[specify any amendments to the form of Collection Notice (the form of which is set out in a schedule to the English Law Agency Agreement)].*

[Where Rule 144A Warrants are eligible for sale (a) in the United States to QIBs who are also QPs, or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs, include the following:

- (a) [the Rule 144A Global Warrant will be held with [the U.S. Warrant Agent as custodian for DTC] [the Common Depositary]]/[the Regulation S/Rule 144A Global Warrant will be held with the Common Depositary];
- (b) the Warrants [may] [may not] be sold concurrently outside the United States to non-U.S. persons [(such Warrants to be represented

by a Regulation S/Rule 144A Global Warrant and deposited with the Common Depositary));

- (c) any resale or other transfer of any beneficial interest in the Warrants represented by the [Rule 144A Global Warrant] [Regulation S/Rule 144A Global Warrant] in the United States or to, or for the account or benefit of, a U.S. person may only be effected to or through the Issuer or the Dealer if such person is a QIB/QP that executes and delivers an Investor Representation Letter for the benefit of the Dealer, the Issuer and the Guarantor (if applicable) (together with their respective affiliates and any persons controlling, controlled by or under common control with such Dealer, Issuer or Guarantor (if applicable)) and subject to the satisfaction of certain other conditions for such Warrants. See "Notice to Purchasers and Holders of Instruments and Transfer Restrictions" in the Offering Circular;
 - (d) *[insert applicable U.S. selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Terms and Conditions];* and
 - (e) *[specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the English Law Agency Agreement)].*
49. Payment Day (Condition 6(B)): [Following] [Modified Following]
50. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable] *[give details] (Consider whether New York should be specified in the case of Rule 144A Warrants with a Settlement Currency other than U.S. dollars)*
51. Payment Disruption (Condition 6(C)):
- [Applicable] [Not Applicable] *[if not applicable, delete the remaining provisions of this section.]*
- (Generally, Payment Disruption Event should be applicable for Saudi Share Linked Warrants)*
- (a) Payment Disruption Event: [Applicable] [Not Applicable] *[if not applicable, then may delete the following sub-paragraph]*
 - Base Currency/Subject Currency: [As specified under paragraph 34] *[insert if FX Linked Provisions are not specified to be applicable] (for Saudi Share Linked Warrants, specify [Settlement Currency] [Saudi Arabian Riyal] [Currency of the Shares])]*
 - (b) CNY Payment Disruption Event: [Applicable] [Not Applicable] *[if not applicable, then may delete the following sub-paragraphs]*
 - (i) CNY Settlement Centre: [The Hong Kong Special Administrative Region] [●]
 - (ii) Date Postponement: [Applicable] [Not Applicable]

(iii) Payment of [Applicable] [Not Applicable]
 Equivalent Amount: *[If Payment of Equivalent Amount is applicable, include the following:*

Base Currency: [●]

Equivalent Amount Settlement Rate: [As specified in Condition 6(C)] *[specify other]*

52. Other terms: [Not Applicable] *[give details]*

DISTRIBUTION

53. The initial purchasers and name of applicable permitted dealer in the United States of the W&C Instruments: [The dealer [in the United States] for the W&C Instruments is *[name of applicable permitted dealer in the United States]*, acting as principal. *[Name of applicable permitted dealer in the United States]* does not receive any compensation for the sales in which it participates.] [Not Applicable]

(Applicable where Rule 144A W&C Instruments are eligible for sale (a) in the United States to QIBs who are also QPs or (b) to, or for the account or benefit of, U.S. persons who are QIBs and also QPs)]

54. Method of distribution: [Syndicated] [Non-Syndicated]

(a) If syndicated, names and addresses of Managers: [Not Applicable] *[give names and addresses]*

(b) Date of Subscription Agreement: [●]

55. If non-syndicated, name and address of relevant Dealer: [Not Applicable] *[give name and address]*

[Merrill Lynch International
 2 King Edward Street
 London EC1A 1HQ
 United Kingdom]

[BofA Securities Europe SA
 51 rue La Boétie
 75008 Paris
 France]

56. Total commission and concession: [●] [Not Applicable]

57. U.S. Selling Restrictions: *[Insert in the case of W&C Instruments other than Rule 144A W&C Instruments or Regulation S/Rule 144A Global W&C Instruments: The W&C Instruments may not be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person (each as defined in Regulation S under the U.S. Securities Act of 1933, as amended).]*

[Insert in the case of Rule 144A Global W&C Instruments: The [Certificates] [Warrants] are eligible for sale to qualified institutional buyers (as defined in Rule 144A of the U.S. Securities Act of 1933, as amended) who are also qualified purchasers (within the

meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended) (a "**QIB**"/"**QP**"), and such [Certificates] [Warrants] may only be subsequently offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, by such investors to a QIB/QP who executes an Investor Representation Letter and otherwise in compliance with Rule 144A.]

[Insert in the case of Regulation S/Rule 144A Global W&C Instruments: The [Certificates] [Warrants] are eligible for sale either (a) in an offshore transaction to investors who are not U.S. persons, and such [Certificates] [Warrants] may not be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or (b) to investors who are qualified institutional buyers (as defined in Rule 144A of the U.S. Securities Act of 1933, as amended (the "**Securities Act**")) and who are also qualified purchasers (within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended) (a "**QIB**"/"**QP**"), and such [Certificates] [Warrants] may only be subsequently offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, by such investors to a QIB/QP who executes an Investor Representation Letter and otherwise in compliance with Rule 144A. A "**U.S. person**" has the meaning ascribed to it by Regulation S under the Securities Act.]

58. Additional United States Tax Considerations: [Not Applicable] *[give details]*
Code Section 871(m): [Not Applicable]
59. Additional selling restrictions: [Not Applicable] *[give details]*
[[PRC]
[Indonesia]
[Malaysia] [Pakistan]
[Vietnam]
[Taiwan] [Thailand] [ChiNext Share Connect] [STAR Market Share Connect]
Selling Restrictions]
60. Swiss Non-Exempt Public Offer: [Not Applicable]³²
[Yes. If an obligation to prepare a supplement to the Offering Circular pursuant to article 56(1) of the Swiss Financial Services Act (FinSA) is triggered during the [Swiss Offer Period][subscription period], subscriptions may be withdrawn within two days of publication of the supplement. [An offer of the Securities may be made in Switzerland during the period from [(and including)]]**[●]**

³²

Insert "Not Applicable" in the case of Instruments which are not offered and sold into Switzerland.

(specify date) to [(and including)] [●] (specify date)] (the "**Swiss Offer Period**"). The Issuer gives specific consent to use the Offering Circular and these Final Term [during the Swiss Offer Period] to the financial intermediary that is responsible for the primary offer of the Instruments in Switzerland and with whom the Issuer or any of its Affiliates has a contractual relationship in respect of such offer in Switzerland]

[No. Neither these Final Terms nor the Offering Circular constitutes a prospectus within the meaning of the Swiss Financial Services Act and no such prospectus will be prepared.]³³

PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for issue [and] [admission to trading on [*specify relevant market (for example, the Euro MTF of the Luxembourg Stock Exchange) and, if relevant, admission to an official list (for example, the Official List of the Luxembourg Stock Exchange)*] of the W&C Instruments described herein pursuant to the Note, Warrant and Certificate Programme of Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.

RESPONSIBILITY

[Subject as provided below,] the Issuer accepts responsibility for the information contained in these Final Terms.] [The information relating to [●] [and [●]] contained herein has been accurately extracted from [*insert information source(s)*]. The Issuer accepts responsibility for the accuracy of such extraction but accepts no further or other responsibility in respect of such information.

[[Each of the] [The] Issuer [and the Guarantor] confirms that the information contained in these Final Terms is to the best of its knowledge correct and that no material facts or circumstances have been omitted from the prospectus consisting of these Final Terms and the Offering Circular as supplemented as of the date hereof]³⁴

Signed on behalf of the Issuer:

By:

Duly authorised

³³ Insert "Yes" in the case of Instruments publicly offered in Switzerland to any type of investors. Insert "No" in the case of Instruments offered under an exemption from the Swiss prospectus requirement (e.g., private placement, profession investors, issue size below CHF 8 mio.).

³⁴ Insert in respect of Securities for which "Swiss Non-Exempt Public Offer" is specified as "Yes"

PART B – OTHER INFORMATION**1. LISTING AND ADMISSION TO TRADING**

Listing and Admission to trading:

(N.B. W&C Instruments which are sold to UK individual investors must be listed on a "recognised stock exchange".)

(Where documenting a fungible issue need to indicate that original instruments are already admitted to trading.)

[Not Applicable] [Application [has been]/[will be]/[is expected to be] made by the Issuer (or on its behalf) for the W&C Instruments to be [admitted to trading on the Luxembourg Stock Exchange's Euro MTF and listed on the Official List of the Luxembourg Stock Exchange] [*specify other listing or admission to trading*] [with effect from, at the earliest, the Issue Date. No assurances can be given that such application for listing will be granted, (or if granted, will be granted by the Issue Date)]

[The Issuer has no duty to maintain the listing (if any) of the W&C Instruments on the relevant stock exchange(s) over their entire lifetime. W&C Instruments may be suspended from trading and/or de-listed at any time in accordance with applicable rules and regulations of the relevant stock exchange(s).]

2. OPERATIONAL INFORMATION

- (i) ISIN: [The ISIN is set out in "Specific Provisions for each Series" above.]
- (ii) Common Code: [The Common Code is set out in "Specific Provisions for each Series" above.]
- (iii) Wertpapierkennnummer (WKN) (German Security Code): [The WKN is set out in "Specific Provisions for each Series" above.]
- (iv) [(insert here any other relevant codes such as CUSIP and CNS codes)]: [●]
- (v) Clearing System(s): [Euroclear Bank SA/NV] [and] [Clearstream Banking, S.A.] [The Depository Trust Company]
- (vi) Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., The Depository Trust Company and the relevant identification number(s): [Not Applicable] [*give name(s) and number(s)*]
[*For CREST CDI Securities, insert the following language:* The Instruments will be deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be accepted for settlement in Euroclear UK & Ireland Limited ("**CREST**") via the CREST Depository Interest ("**CDI**") mechanism.]
- (vii) Names and addresses of initial W&C Instrument Agents: [Bank of America, N.A. (operating through its London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom]³⁵

³⁵

Include in the case of all W&C Instruments.

[Bank of America, N.A.
135 South LaSalle Street
Chicago, IL 60603
United States of America]³⁶

(viii) Registrar:

[Bank of America Europe DAC
Block D, Central Park
Leopardstown
D18 N924
Ireland]³⁷

[Not Applicable]

3. **[FORM OF NOTICE FROM BENEFICIAL OWNER TO FINANCIAL INTERMEDIARY]**

³⁶ Include in the case of Rule 144A W&C Instruments.

³⁷ Include in the case of all Registered W&C Instruments.

[Schedule – Index Disclaimer

[Include applicable disclaimer, if any]]

[insert only for Swiss Non-Exempt Public Offers]

SUMMARY

INTRODUCTION AND WARNINGS
<p>This Summary should be read as an introduction to these Final Terms. Any decision to invest in the W&C Instruments should be based on consideration of the Offering Circular (which includes the documents incorporated by reference therein) and these Final Terms as a whole by the investor.</p> <p>Any liability for information contained in this Summary is limited to cases where this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Final Terms and the Offering Circular.</p> <p>The W&C Instruments do not constitute a participation in a collective investment scheme in the meaning of the Swiss Collective Investment Schemes Act and are not licensed by the Swiss Financial Market Supervisory Authority ("FINMA") thereunder. Accordingly, neither the W&C Instruments nor holders of the W&C Instruments benefit from protection under the Swiss Collective Investment Schemes Act or supervision by FINMA and investors are exposed to the credit risk of the Issuer [and Guarantor].</p> <p>This Summary has been prepared and is being provided solely for the purpose of an offer of the W&C Instruments in Switzerland pursuant to the Swiss Financial Services Act ("FinSA") and it must not be used for any other purpose or in any other context than for which it is prepared and provided. This Summary does not apply to, must not be used for or in connection with, and does not constitute, any offer or invitation for subscription of the Instruments to, or any solicitation by, any person in any jurisdiction other than Switzerland.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>
KEY INFORMATION ON THE SECURITIES
<p>The Issuer: Merrill Lynch B.V. ("MLBV"). MLBV is a private limited liability company incorporated under Dutch law. MLBV was incorporated on 12 November 2012 as a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) under Dutch law. MLBV continues to exist until it is dissolved and liquidated in accordance with the relevant provision of the Dutch Civil Code. MLBV's registered office is at Amstelplein 1, Rembrandt Tower, 27th Floor, 1096 HA Amsterdam, the Netherlands and it is registered with the Trade Register of the Dutch Chamber of Commerce (<i>handelsregister van de Kamer van Koophandel</i>) in Amsterdam, the Netherlands, under number 56457103. The LEI in respect of MLBV is 549300RQ1D1WIE085245.</p> <p>[Merrill Lynch International & Co. C.V. ("MLICo.") (acting by its general partner ML Cayman Holdings Inc.). MLICo. is a Curaçao limited partnership of unlimited duration, organised under the laws of Curaçao and commenced operation on 1 August 1975. MLICo. was registered on 1 August 1975 under registered number 11705 in the Commercial Register of the Chamber of Commerce and Industry in Curaçao. MLICo.'s registered office is at Kaya W.F.G. (Jombi) Mensing 36, Curaçao. The LEI in respect of MLICo. is AHYI0DDQ2LCHPGHJC422.]</p>
<p>[insert if W&C Instruments are guaranteed by BAC][The Guarantor: Bank of America Corporation ("BAC"). BAC is a Delaware corporation, a bank holding company and a financial holding company. BAC was incorporated on 31 July 1998 (existing until it is dissolved). BAC was initially registered with the State of Delaware, Secretary of State, Division of Corporations on 31 July 1998 under registration number 2927442. BAC's registered office in Delaware is at the Corporation Trust Company, Corporate Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States. BAC's headquarters and principal place of business are located at 100 North Tryon Street, Charlotte, North Carolina 28255, United States. The LEI in respect of BAC is 9DJT3UXIJZJI4WXO774.</p>
<p>[insert in case of Secured W&C Instruments][The Collateral Provider: Merrill Lynch International ("MLI") (solely with respect to the segregated pool of collateral assets provided by MLI in its capacity as Secured Instruments Collateral Provider). MLI is a [type of company] incorporated under [English law]. MLI was incorporated on [date] [type of company] incorporated under [English law]. MLI's</p>

articles of association do not include any limitations on the duration of the company. MLI's registered office is at [address] and it is registered with the [name of UK register], under number [register number]. The LEI in respect of MLI is [GGDZP1UYGU9STUHRDP48].
Product name: [Up to] [insert aggregate nominal/notional amount or number of W&C Instruments] [insert name of W&C Instruments] issued under the Notes, Warrants and Certificates Programme of Bank of America Corporation (the "Notes").
Product identifier: ISIN: [insert] SSPA Product Type: [insert] with additional feature(s): [insert] (Further information is available at https://www.ssapa.ch)
Issue Date: [insert]
[Maturity Date]/[Redemption Date and Settlement Date]/[Settlement Date]: [insert]
Reference Items: [insert]
[Settlement Currency]: [insert]
[Settlement Method]: [Cash Settlement] [Physical Settlement] [Auction Settlement][others]
KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC
Issue Price: [Insert if trading in nominal] [insert]% of the aggregate nominal amount [Insert if trading in units] [insert currency][insert] per Note
[Insert if applicable][Subscription Period: From and including [insert] to and including [insert]]
Public Offer Jurisdiction: Switzerland
The Instruments will not be admitted to trading on any trading venue in Switzerland
Selling Restrictions: U.S. Selling Restrictions: [insert language as per item 57 above] EEA selling restrictions: Applicable UK selling restrictions: Applicable [The W&C Instruments may not be offered, sold or otherwise made available to any retail investors in the European Economic Area.] [The W&C Instruments may not be offered, sold or otherwise made available to any retail investors in the United Kingdom.] Additional selling restrictions: [Not Applicable] [insert]

SCHEDULE 19

REGULATIONS CONCERNING TRANSFERS AND REGISTRATION OF REGISTERED NOTES ISSUED BY MLBV

1. Notes in registered form ("**Registered Notes**") are in the denomination as specified in the relevant Final Terms. Registered Notes may only be held in holdings in the aggregate principal amount of the Specified Denomination (as defined in the Final Terms) and integral multiples specified in the Final Terms in excess thereof (each, an "**Authorised Holding**").
2. Subject to paragraph 4 and paragraph 11 below, Registered Notes may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorised in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the Principal Paying Agent may require or, as the case may be, copies certified in the manner aforesaid of the documents authorising such officers to sign and witness the affixing of the seal, must be delivered with the form of transfer. In this schedule, "**transferor**" shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
3. The Global Notes or the Individual Note Certificates issued in respect of the Registered Notes to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the specified office of the Principal Paying Agent, and together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Note shall conform to any list of duly authorised specimen signatures supplied by the holder of such Note or be certified by a financial institution in good standing, notary public or in such other manner as the Registrar may require.
4. No Noteholder may require the transfer of a Registered Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of such Note.
5. No Noteholder which has executed a Form of Proxy in relation to a Meeting of holders of Registered Notes may require the transfer of a Note covered by such Form of Proxy to be registered until the earlier of the conclusion of the Meeting and its adjournment for want of a quorum.
6. The executors or administrators of a deceased holder of a Registered Note (not being one of several joint holders) and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders, shall be the only persons recognised by MLBV as having any title to such Registered Note.
7. Any person becoming entitled to any Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Principal Paying Agent may require (including legal opinions), become registered himself as the holder of such Notes or, subject to the provisions of these Regulations, the Notes and the Conditions as to transfer, may transfer such Registered Notes. MLBV, the Principal Paying Agent and the Paying Agents shall be at liberty to retain any amount payable upon the Registered Notes to which any person is so entitled until such person is so registered or duly transfers such Notes.

8. Unless otherwise required by the Noteholder and agreed by MLBV and the Principal Paying Agent, the holder of any Definitive Registered Notes shall be entitled to receive only one Individual Note Certificate in respect of his entire holding.
9. The joint holders of any Definitive Registered Note shall be entitled to one Individual Note Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of such joint holding.
10. Where there is more than one transferee (to hold other than as joint holders), separate forms of transfer (obtainable from the specified office of the Principal Paying Agent) must be completed in respect of each new holding.
11. A holder of Registered Notes may transfer all or part only of his holding of Notes provided that both the principal amount of Notes transferred and the principal amount of the balance not transferred are an Authorised Holding. Where a holder of Definitive Registered Notes has transferred part only of his holding of Definitive Registered Notes, a new Individual Note Certificate in respect of the balance of such holding will be delivered to him.
12. MLBV and the Principal Paying Agent shall, save in the case of the issue of replacement Registered Notes pursuant to Condition 12 (*Replacement of Notes*), make no charge to the holders for the registration of any holding of Registered Notes or any transfer thereof or for the issue of any Registered Notes or for the delivery thereof at the specified office of the Principal Paying Agent or by uninsured post to the address specified by the holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the holder or the transferee thereof as the Principal Paying Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
13. Provided a transfer of a Registered Note is duly made in accordance with all applicable requirements and restrictions upon transfer and the Note(s) transferred are presented to the Principal Paying Agent in accordance with the English Law Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of the Principal Paying Agent arising, the Principal Paying Agent will, within five business days of the request for transfer being duly made, deliver at its specified office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the Definitive Registered Notes in relation to which such Individual Note Certificate is issued may have specified, an Individual Note Certificate in respect of which entries have been made in the Register, all formalities complied with and the name of the transferee completed on the Individual Note Certificate by or on behalf of the Principal Paying Agent; and, for the purposes of this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the Principal Paying Agent has its specified office.

SCHEDULE 20

REGULATIONS CONCERNING TRANSFERS AND REGISTRATION OF REGISTERED CERTIFICATES

1. The number or nominal amount of the Certificates in registered form ("**Registered Certificates**") is specified in the relevant Final Terms. Registered Certificates may only be held in holdings in the number or nominal amount specified in the Final Terms (each, an "**Authorised Holding**").
2. Subject to paragraph 4 and paragraph 11 below, Registered Certificates may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorised in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the Principal Certificate Agent may require or, as the case may be, copies certified in the manner aforesaid of the documents authorising such officers to sign and witness the affixing of the seal, must be delivered with the form of transfer. In this schedule, "**transferor**" shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
3. The Global Certificates and individual certificates issued in respect of the Registered Certificates to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the specified office of the Principal Certificate Agent, and together with such evidence as the Principal Certificate Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Certificate shall conform to any list of duly authorised specimen signatures supplied by the holder of such Certificate or be certified by a financial institution in good standing, notary public or in such other manner as the Principal Certificate Agent may require.
4. No Holder may require the transfer of a Registered Certificate to be registered during the period of 15 days ending on the due date for any payment in respect of such Certificate.
5. No Holder which has executed a Form of Proxy in relation to a Meeting of holders of Registered Certificates may require the transfer of a Certificate covered by such Form of Proxy to be registered until the earlier of the conclusion of the Meeting and its adjournment for want of a quorum.
6. Unless otherwise required by the Holder and agreed by the relevant Issuer and the Principal Certificate Agent, the holder of any Definitive Registered Certificates shall be entitled to receive only one individual certificate in respect of his entire holding.
7. The joint holders of any Definitive Registered Certificate shall be entitled to one individual certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of such joint holding.
8. Where there is more than one transferee (to hold other than as joint holders), separate forms of transfer (obtainable from the specified office of the Principal Certificate Agent) must be completed in respect of each new holding.
9. A holder of Registered Certificates may transfer all or part only of his holding of Certificates provided that both the principal amount of Certificates transferred and the principal amount of the balance not transferred are an Authorised Holding. Where a holder of Definitive

Registered Certificates has transferred part only of his holding of Definitive Registered Certificates, a new individual certificate in respect of the balance of such holding will be delivered to him.

10. The relevant Issuer and the Principal Certificate Agent shall make no charge to the holders for the registration of any holding of Registered Certificates or any transfer thereof or for the issue of any Registered Certificates or for the delivery thereof at the specified office of the Principal Certificate Agent or by uninsured post to the address specified by the holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the holder or the transferee thereof as the Principal Certificate Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
11. Provided a transfer of a Registered Certificate is duly made in accordance with all applicable requirements and restrictions upon transfer and the Certificate(s) transferred are presented to the Principal Certificate Agent in accordance with the English Law Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of the Principal Certificate Agent arising, the Principal Certificate Agent will, within five business days of the request for transfer being duly made, deliver at its specified office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the Definitive Registered Certificates in relation to which such individual certificate is issued may have specified, an individual certificate in respect of which entries have been made in the Register, all formalities complied with and the name of the transferee completed on the individual certificate by or on behalf of the Principal Certificate Agent; and, for the purposes of this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the Principal Certificate Agent has its specified office.

SCHEDULE 21

REGULATIONS CONCERNING TRANSFERS AND REGISTRATION OF REGISTERED WARRANTS

1. The number or nominal amount of the Euroclear/CBL Global Registered Warrants, the Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants, as applicable, is specified in the relevant Final Terms. Euroclear/CBL Global Registered Warrants, the Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants, as applicable, may only be held in holdings in the number or nominal amount specified in the Final Terms (each, an **"Authorised Holding"**).
2. Subject to paragraph 4, Euroclear/CBL Global Registered Warrants, the Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants, as applicable, may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorised in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the Principal Warrant Agent or U.S. Warrant Agent may require or, as the case may be, copies certified in the manner aforesaid of the documents authorising such officers to sign and witness the affixing of the seal, must be delivered with the form of transfer. In this schedule, **"transferor"** shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
3. The Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed at the specified office of the Principal Warrant Agent or U.S. Warrant Agent and together with such evidence the Principal Warrant Agent or U.S. Warrant Agent, as applicable, may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Euroclear/CBL Global Registered Warrants, the Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants shall conform to any list of duly authorised specimen signatures supplied by the holder of such Warrant or be certified by a financial institution in good standing, notary public or in such other manner as the Principal Warrant Agent or U.S. Warrant Agent, as applicable, may require.
4. No Holder may require the transfer of a Euroclear/CBL Global Registered Warrant, a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant to be registered during the period of 15 days ending on the due date for any payment in respect of such Warrant.
5. No Holder which has executed a Form of Proxy in relation to a Meeting of holders of Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants may require the transfer of a Warrant covered by such Form of Proxy to be registered until the earlier of the conclusion of the Meeting and its adjournment for want of a quorum.
6. The executors or administrators of a deceased holder of a Euroclear/CBL Global Registered Warrant, a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant (not being one of several joint holders) and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders, shall be the only persons recognised by the relevant Issuer as having any title to such Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant.

7. Any person becoming entitled to any Euroclear/CBL Global Registered Warrant, a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant in consequence of the death or bankruptcy of the holder of such Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Principal Warrant Agent or U.S. Warrant Agent may require (including legal opinions), become registered himself as the holder of such Warrants or, subject to the provisions of these Regulations, the Warrants and the Conditions as to transfer, may transfer such Euroclear/CBL Global Registered Warrant, Regulation S/Rule 144A Global Warrant or Rule 144A Global Warrant. The relevant Issuer and the Instrument Agents shall be at liberty to retain any amount payable upon the Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants to which any person is so entitled until such person is so registered or duly transfers such Warrants.
8. Where there is more than one transferee (to hold other than as joint holders), separate forms of transfer (obtainable from the specified office of the Principal Warrant Agent or U.S. Warrant Agent, as applicable) must be completed in respect of each new holding.
9. A holder of a Euroclear/CBL Global Registered Warrant, a Regulation S/Rule 144A Global Warrant or a Rule 144A Global Warrant may transfer all or part only of his holding of Warrants provided that both the principal amount of Warrants transferred and the principal amount of the balance not transferred are an Authorised Holding.
10. None of the relevant Issuer, the Principal Warrant Agent or U.S. Warrant Agent shall make any charge to the holders for the registration of any holding of Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrants or any transfer thereof or for the issue of any Euroclear/CBL Global Registered Warrants, Regulation S/Rule 144A Global Warrants or Rule 144A Global Warrant for the delivery thereof at the specified office of the Principal Warrant Agent or U.S. Warrant Agent, as applicable, or by uninsured post to the address specified by the holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the holder or the transferee thereof as the Principal Warrant Agent or U.S. Warrant Agent, as applicable, may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.

SCHEDULE 22

FORMS OF NOTICES FOR SECURED INSTRUMENTS

PART 1

FORM OF ACCELERATION NOTICE

[MERRILL LYNCH B.V.] /

[MERRILL LYNCH INTERNATIONAL & CO. C.V.]

(the "**Issuer**")

[Details of relevant Series of Secured Instruments]

ISIN: [●]

(the "**Secured Instruments**")

When completed this Acceleration Notice should be delivered or sent by authenticated SWIFT message (to be confirmed in writing) via the relevant clearing system or, where applicable, if the Secured Instruments are represented by definitive Instruments sent in writing along with the Instrument, to (i) the Principal Instrument Agent with a copy to the Issuer and the Secured Instruments Collateral Provider (in the case of Global Instruments held through Euroclear and/or Clearstream, Luxembourg) and (ii) the U.S. Instrument Agent with a copy to the Issuer and the Secured Instruments Collateral Provider (in the case of Rule 144A Global Instruments held through DTC). Following the occurrence of an Acceleration Event, a copy of this Acceleration Notice will be forwarded to the Security Agent by the Relevant Secured Instrument Agent.

To: [Principal Instrument Agent
Bank of America, N.A. (operating through its
London Branch)
2 King Edward Street
London EC1A 1HQ
United Kingdom]¹

[U.S. Instrument Agent
Bank of America, N.A.
201 North Tryon Street
NC1-022-06-10
Charlotte, NC 28202
United States]²

Cc: [Issuer
Merrill Lynch International & Co. C.V.
Kaya W.F.G. (Jombi) Mensing 36,
Curaçao]

Or [Issuer
Merrill Lynch B.V.
Amstelplein 1
Rembrandt Tower
27th Floor
1096 HA Amsterdam
The Netherlands]

cc: Secured Instruments Collateral Provider
Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

The Security Agent

¹ Include if the Secured Instruments are Global Instruments held through Euroclear and/or Clearstream, Luxembourg

² Include if the Secured Instruments are Rule 144A Instruments held through DTC

The Bank of New York Mellon
One Wall Street
New York, NY 10286
United States

Reference is made to the Offering Circular dated 13 May 2022 in respect of the Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V. Note, Warrant and Certificate Programme (the "**Offering Circular**"), the Security Agency Agreement (the "**Security Agency Agreement**") dated 13 May 2022 between, among others, the Issuer, Merrill Lynch International as Secured Instruments collateral provider (the "**Secured Instruments Collateral Provider**") and The Bank of New York Mellon as security agent (the "**Security Agent**"), the deed of charge (the "**Security Deed**") dated the Issue Date between the Secured Instruments Collateral Provider and the Security Agent, and the Final Terms dated [●] in respect of the Secured Instruments. Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Secured Instruments Conditions. References to the Secured Instruments Conditions in this notice are references to the Additional Terms and Conditions for Secured Instruments set out in Annex 13 or Annex 14 to the Offering Circular, as applicable to the Secured Instruments.

A Secured Instrument Event of Default has occurred and is continuing in respect of the Secured Instruments, pursuant to which [I][we] deliver this Acceleration Notice in accordance with Secured [Static/Floating] [Fully Floating] Instruments Condition 4.8.1 (*Secured Instrument Event of Default*). [I][We] instruct:

- (a) you to, as soon as reasonably practicable after the occurrence of an Acceleration Event, notify the Security Agent of the occurrence of such Acceleration Event; and
- (b) the Security Agent to:
 - (i) deliver the notices specified in Secured [Static Floating] [Fully Floating] Instruments Condition 6.1 (*Acceleration and Enforcement of Collateral*);
 - (ii) enforce the security constituted by the Security Deed and distribute the proceeds and, if applicable, physically settle the Entitlement, in accordance with the Secured Instruments Conditions and the terms of the Security Deed and the Security Agency Agreement;
 - (iii) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with the Secured Instruments Conditions; and
 - (iv) perform any further actions of the Security Agent specified in the Secured Instruments Conditions, the Security Deed and the Security Agency Agreement or any reasonable incidental actions.

Please find below details in respect of the Secured Instruments held by [me][us]:

ISIN:

[Principal Amount] [Notional Amount / Number]
of Secured Instruments:

[Account Number:]

[Participant Name:]

[Beneficial Holder Name and Address (including
e-mail address):]³

³ Include for Secured Instruments that are Global Instruments

[I][We] represent that [I am][we are] [authorised to sign on behalf of] the beneficial holder of the Secured Instruments.

Signed by:

Name(s):

Dated:

PART 2
FORM OF ACCELERATION INSTRUCTION

[MERRILL LYNCH B.V.]/
[MERRILL LYNCH INTERNATIONAL & CO. C.V.]
(the "**Issuer**")

[Details of relevant Series of Secured Instruments]
ISIN: [●]
(the "**Secured Instruments**")

To: The Security Agent
The Bank of New York Mellon
One Wall Street
New York, NY 10286
United States
Attention: Corp Trust Administration -
BAML Institutional Secured Instruments
Programme
Facsimile No: +1 212 815 5915

CC: The Bank of New York Mellon
One Canada Square
London E14 5AL
United Kingdom
Attention: Corp Trust Administration -
BAML Institutional Secured Instruments
Programme
Facsimile No: + 44 207 964 2533

[insert date]

Reference is made to the Offering Circular dated 13 May 2022 in respect of the Bank of America Corporation, BofA Finance LLC, Merrill Lynch B.V. and Merrill Lynch International & Co. C.V. Note, Warrant and Certificate Programme (the "**Offering Circular**"), the Security Agency Agreement (the "**Security Agency Agreement**") dated 13 May 2022 among the Issuer, Merrill Lynch International as Secured Instruments collateral provider (the "**Secured Instruments Collateral Provider**") and The Bank of New York Mellon as security agent (the "**Security Agent**"), the deed of charge in respect of the Secured Instruments (the "**Security Deed**") dated the Issue Date between the Secured Instruments Collateral Provider and the Security Agent, and the Final Terms dated [●] in respect of the Secured Instruments. Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Secured Instruments Conditions. References to the Secured Instruments Conditions in this notice are references to the Additional Terms and Conditions for [Secured Static/Floating Instruments set out in Annex 13]¹ [Secured Fully Floating Instruments set out in Annex 14]² to the Offering Circular, as applicable to the Secured Instruments.

In respect of the Secured Instruments, we confirm that the Holders of at least 33 per cent. in aggregate [principal amount]³ [Notional Amount or by number]⁴ of the Non-Waived Instruments outstanding have delivered Acceleration Notices in accordance with the Secured Instruments Conditions and therefore an Acceleration Event has occurred in respect of the Secured Instruments

¹ Include if Annex 13 applicable to the Series

² Include if Annex 14 applicable to the Series

³ Include if Secured Notes

⁴ Include if Secured W&C Instruments

Conditions. In accordance with the Acceleration Notices, the Holders have instructed the Security Agent to (as soon as reasonably practicable following receipt of this Acceleration Instruction):

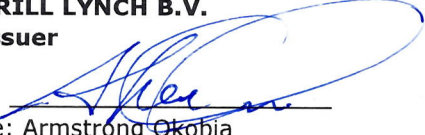
- (a) deliver the notices specified in Secured [Static/Floating] [Fully Floating] Instruments Condition 6.1 (*Acceleration and Enforcement of Collateral*);
- (b) enforce the security constituted by the Security Deed and distribute the proceeds and, if applicable, physically settle the Entitlement, in accordance with the Secured Instruments Conditions and the terms of the Security Deed and the Security Agency Agreement;
- (c) appoint a Disposal Agent, if a Disposal Agent has not already been appointed, and provide instructions to the Disposal Agent in accordance with the Secured Instruments Conditions; and
- (d) perform any further actions of the Security Agent specified in the Secured Instruments Conditions, the Security Deed and the Security Agency Agreement or any reasonable incidental actions.

[Bank of America, N.A. (operating through its London Branch) as [Principal Paying Agent]/[Principal Instrument Agent]]
[Bank of America, N.A. as [U.S. Paying Agent]/[U.S. Instrument Agent]]

SIGNATORIES

This Agreement has been entered into on the date stated at the beginning of this Agreement:

SIGNED for and on behalf of
MERRILL LYNCH B.V.
as Issuer

By: 
Name: Armstrong Okobia
Title: Authorised Representative


SIGNED for and on behalf of
MERRILL LYNCH INTERNATIONAL & CO. C.V.
as Issuer
Acting by its general partner ML Cayman Holdings Inc.

By: 
Name: Mary Ann Olson
Title: President & Treasurer

SIGNED for and on behalf of
BANK OF AMERICA CORPORATION
as Guarantor

By: 
Name: Karim Kajani
Title: Director


SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Paying Agent

By: 
Name: Chad Burge
Title: Director

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Paying Agent

By: _____
Name: _____
Title: _____

SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Warrant Agent

By: 
Name: Chad Burge
Title: Director

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Warrant Agent

By: _____
Name: _____
Title: _____

SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Certificate Agent

By: 
Name: Chad Burge
Title: Director

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Certificate Agent

By: _____
Name: _____
Title: _____

SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Paying Agent

By: _____
Name:
Title:

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Paying Agent

By: Paul M Mayhugh
Name: Paul M Mayhugh
Title: Director

SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Warrant Agent

By: _____
Name:
Title:

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Warrant Agent

By: Paul M Mayhugh
Name: Paul M Mayhugh
Title: Director

SIGNED for and on behalf of
BANK OF AMERICA, N.A. (OPERATING THROUGH ITS LONDON BRANCH)
as Principal Certificate Agent

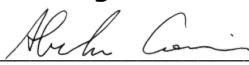
By: _____
Name:
Title:

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
as U.S. Certificate Agent

By: Paul M Mayhugh
Name: Paul M Mayhugh
Title: Director

SIGNED for and on behalf of

**MERRILL LYNCH INTERNATIONAL
as Calculation Agent**

By: 

Name: Alessandro Cozzani

Title: Managing Director


SIGNED for and on behalf of


BOFA SECURITIES EUROPE SA
as Calculation Agent

By: 
Name: JOSEPH KHOURI
Title: DIRECTOR

SIGNED for and on behalf of

**BANK OF AMERICA EUROPE DAC
as Registrar**

By: 
Name: Sarena Bouchier-Hayes
Title: Director

By: 
Name: David Purdom
Title: Vice President

SIGNED for and on behalf of
THE BANK OF NEW YORK MELLON
as Security Agent

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to read 'RD Rocha', written over a horizontal line.

Ricardo Da Rocha
Authorised Signatory