

FOR DISTRIBUTION ONLY OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN "U.S. PERSONS" (AS DEFINED IN REGULATIONS OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")), NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO, OR TO ANY PERSON LOCATED OR RESIDENT IN, ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS. IF HOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.



Virgin Money UK PLC

(incorporated with limited liability in England and Wales, registered number 09595911)

(the "Issuer")

Legal Entity Identifier (LEI): 213800ZK9VGCYYR6O495

to all holders of the outstanding securities listed in the table on the following page

(each a "Series" and, together, the "Notes", and the holders thereof, the "Holders") of the Issuer presently outstanding

The Issuer has today given a Notice of separate meetings of the Holders (the "**Notice of the Meetings**") in respect of the Notes for the purpose of soliciting consent from the Holders to the modification of the terms and conditions (the "**Conditions**") of the relevant Series and consequential or related amendments to the relevant Trust Deed for the relevant Series of Notes such that: **(A)** in the case of the AT1 Notes and 2026 Senior Notes (each as defined below), (i) upon the occurrence of an Index Cessation Event in respect of the six-month sterling London Inter Bank Offered Rate ("**LIBOR**"): (a) the relevant LIBOR linked mid-swap rate is replaced by a Sterling Overnight Index Average ("**SONIA**") linked mid-swap rate; (b) an adjustment is made to reflect the economic difference between the LIBOR and SONIA rates (using the methodology for such adjustments contained in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time (the "**ISDA IBOR Fallback Supplement**")) and (c) the margin applicable to each such Series of Notes remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) in the case of the AT1 Notes, further new fallbacks are included if a Benchmark Event occurs or there is a Successor Rate (in each case, as defined in the consent solicitation memorandum dated 12 February 2021 (the "**Consent Solicitation Memorandum**") with respect to SONIA (or LIBOR, if the relevant Index Cessation Event has not occurred) and in the case of the 2026 Senior Notes, the existing Benchmark Event fallbacks are amended to (i) include additional trigger events in line with market practice and (ii) update the process for determining an adjustment rate in line with the other securities issued by the Issuer (and the fallbacks proposed for the other Notes as part of these Consent Solicitations (as defined below)) or **(B)** in the case of the 2025 Senior Notes (as defined below), (i) upon the occurrence of an Index Cessation Event in respect of six-month sterling LIBOR: (a) LIBOR is replaced by SONIA for the purposes of the floating rate provisions of the Notes; (b) an adjustment is made to reflect the economic difference between the LIBOR and SONIA rates (using the methodology for such adjustments contained in the ISDA IBOR Fallback Supplement); (c) the margin applicable to such Series remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) further new fallbacks are included if a Benchmark Event occurs or there is a Successor Rate with respect to SONIA (or LIBOR, if the Index Cessation Event has not occurred), as proposed by the Issuer in relation to the respective Series, for approval by a separate extraordinary resolution of the Holders of each such Series (each an "**Extraordinary Resolution**"), all as further described in the Consent Solicitation Memorandum (each such invitation a "**Consent Solicitation**" and together, the "**Consent Solicitations**").

In light of the ongoing developments in relation to the Coronavirus (COVID-19), and current guidance issued by the UK Government, it may become impossible or inadvisable to hold each relevant Meeting at a physical location. Accordingly, in accordance with the provisions of the relevant Trust Deed, the Issuer has requested that the Trustee prescribes appropriate regulations regarding the holding of the relevant Meeting via teleconference. Each separate Meeting convened by the Issuer will be held by teleconference platform on 8 March 2021. The Issuer will take appropriate steps to ensure that only those who would otherwise be entitled to attend and vote at a physical meeting will be entitled to attend the teleconference.

No consent fee will be payable in connection with any Consent Solicitation.

Virgin Money UK PLC is registered in England and Wales (company number: 09595911) and as a foreign company in Australia (ARBN 609 948 281) and has its registered office at Jubilee House, Gosforth, Newcastle upon Tyne, NE3 4PL

THE NOTES

ISIN	Description	Outstanding principal amount	Trustee	Principal Paying Agent	Registrar
XS1637124741	3.125 per cent. Fixed-to-Floating Rate Callable Senior Notes due 2025 (the "2025 Senior Notes")	£300,000,000	Citicorp Trustee Company Limited	Citibank, N.A., London Branch	N/A
XS1813150247	3.375 per cent. Fixed Rate Reset Callable Senior Notes due 24 April 2026 (the "2026 Senior Notes")	£350,000,000	Citicorp Trustee Company Limited	Citibank, N.A., London Branch	Citibank, N.A., London Branch
XS1346644799	8 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (the "8% AT1 Notes")	£450,000,000	Citicorp Trustee Company Limited	Citibank, N.A., London Branch	Citigroup Global Markets Europe AG
XS1516312409	Fixed Rate Resettable Additional Tier 1 Securities (the "8.750% AT1 Notes" and, together with the 8% AT1 Notes, the "AT1 Notes")	£230,000,000	Citicorp Trustee Company Limited	Citibank, N.A., London Branch	Citibank, N.A., London Branch

(The 2025 Senior Notes, 2026 Senior Notes, 8% AT1 Notes and 8.750% AT1 Notes, together, the "Notes")

1. NOTICE OF THE MEETINGS IN RESPECT OF THE NOTES

The Notice of the Meetings has been given to Holders in respect of each Series in accordance with the Conditions relating to such Series on the date of this notice and is attached to this notice.

2. INDICATIVE TIMETABLE FOR THE CONSENT SOLICITATIONS

Set out below is an indicative timetable showing one possible outcome for the timing of the Consent Solicitations, which will depend, among other things, on timely receipt (and non-revocation) of instructions, the rights of the Issuer (where applicable) to extend, waive any condition of, amend and/or terminate any Consent Solicitations (other than the terms of the relevant Extraordinary Resolution) as described in the Consent Solicitation Memorandum and the passing of each Extraordinary Resolution at the initial Meeting for the relevant Series. Accordingly, the actual timetable may differ significantly from the timetable below.

Date/Time	Action
12 February 2021 <i>(At least 21 clear days before the Meeting)</i>	1. Announcement of Consent Solicitations Notice of the Meetings to be delivered to the Clearing Systems. Notice of the Meetings released through the regulatory news service of the London Stock Exchange in respect of the Senior Notes and the 8.750% AT1 Notes. Notice of the Meetings released on the website of the Irish Stock Exchange in respect of the 8% AT1 Notes. Notice of the Meetings released on the website of the Luxembourg Stock Exchange in respect of the 8.750% AT1 Notes. Electronic copies of the Consent Solicitation Memorandum to be available from the Tabulation Agent and electronic copies of the Holder Information (as defined in the Notice of the Meetings) to be available upon request from the Principal Paying Agent. From this date, Holders may arrange for Notes held by Euroclear and/or Clearstream, Luxembourg in their accounts to be blocked in such accounts and held to the order and under the control of the relevant Registrar or the Principal Paying Agent (in the case of the 2025 Senior Notes) in order to obtain a form

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<u>Date/Time</u>	<u>Action</u>
	of proxy (or a document to that effect) or give valid Consent Instructions or Ineligible Holder Instructions to the Tabulation Agent.
	<i>Expiration Deadline</i>
By 5.00 p.m. (London time) (6.00 p.m. CET) on 3 March 2021	<p>2. Final time by which Holders have arranged for:</p> <p>(i) obtaining a form of proxy (or a document to that effect) from the relevant Registrar or the Principal Paying Agent (in the case of the 2025 Senior Notes) in order to attend (via teleconference) and vote at the relevant Meeting; or</p> <p>(ii) receipt by the Tabulation Agent of valid Consent Instructions or Ineligible Holder Instructions in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg.</p> <p>This will also be the deadline for making any other arrangements to attend (via teleconference) or be represented or to vote at the relevant Meeting.</p> <p>3. Final time by which Holders have given notice to the Tabulation Agent (via the relevant Clearing Systems) of any intended revocation of, or amendment to, Consent Instructions or Ineligible Holder Instructions previously given by them.</p>
<i>Not less than 48 hours before the Meeting (other than with respect to the 8.75% AT1 Notes, exclusive of the day on which the Meeting is held)</i>	
From 10.00 a.m. (London time) (11.00 a.m. CET) 8 March 2021	<p>4. <i>Holders' Meetings Held</i></p> <p>The initial Meeting in respect of:</p> <p>(i) 2025 Senior Notes will commence at 10.00 a.m. (London time) (11.00 a.m. CET);</p> <p>(ii) 2026 Senior Notes will commence at 10.15 a.m. (London time) (11.15 a.m. CET) or after the completion of the 2025 Senior Notes Meeting (whichever is later);</p> <p>(iii) 8% AT1 Notes will commence at 10.30 a.m. (London time) (11.30 a.m. CET) or after the completion of the 2026 Senior Notes Meeting (whichever is later); and</p> <p>(iv) 8.750% AT1 Notes will commence at 10.45 a.m. (London time) (11.45 a.m. CET) or after the completion of the 8% AT1 Notes Meeting (whichever is later).</p>

If the relevant Extraordinary Resolution is passed at the relevant Meetings:

Announcement of results of Meetings

As soon as reasonably practicable after the Meetings	<p>5. Announcement of (i) the results of the Meetings and (ii) if the relevant Extraordinary Resolution is passed, satisfaction (or not) of the Eligibility Condition released through the regulatory news service of the London Stock Exchange in respect of the Senior Notes and the 8.750% AT1 Notes, the website of the Irish Stock Exchange in respect of the 8% AT1 Notes and the website of the Luxembourg Stock Exchange in respect of the 8.750% AT1 Notes.</p> <p>Delivery of notice of (i) the results of the Meetings and (ii) if the relevant Extraordinary Resolution is passed, satisfaction (or not) of the Eligibility Condition to the Clearing Systems for communication to their account holders.</p>
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Date/Time	Action
Effective Date	6. If the relevant Extraordinary Resolution is passed at the relevant initial Meeting (or at a subsequent adjourned Meeting) and the Eligibility Condition is satisfied, the relevant Supplemental Trust Deed will be executed by the Issuer and the Trustee and the modifications to the Conditions of the relevant Series described in the Consent Solicitation Memorandum will be implemented with effect from the Effective Date.

If a quorum is not achieved at a Meeting or the quorum is achieved and the relevant Extraordinary Resolution is passed but the Eligibility Condition is not satisfied, such Meeting shall be adjourned and the adjourned Meeting of Holders for that Series will be held at a date as will be notified to the Holders in the notice of the adjourned Meeting.

Any adjourned Meeting will be held in accordance with the terms of the relevant Trust Deed. If the relevant Extraordinary Resolution is passed at such adjourned Meeting and the Eligibility Condition is satisfied in respect of the relevant Series, the relevant Supplemental Trust Deed will be executed by the Issuer and the Trustee and the modifications with respect to such Series described in the Consent Solicitation Memorandum will be implemented on the Effective Date in each case subject to termination of the relevant Consent Solicitation as set out in the Consent Solicitation Memorandum. The results of any Meetings relating to one Consent Solicitation shall not have an effect on any other Consent Solicitation. The Effective Date is subject to change in the case of an adjourned meeting.

Holders are advised to check with any Clearing System, bank, securities broker or other intermediary through which they hold Notes when such Clearing System or intermediary would need to receive instructions from a Holders in order for that Holder to be able to participate in, or revoke their instruction to participate in, the relevant Consent Solicitation by the deadlines specified above. The deadlines set by any such intermediary and each Clearing System for the submission and revocation of Consent Instructions may be earlier than the relevant deadlines specified above.

Capitalised terms used but not defined herein shall have the meanings set out in the Consent Solicitation Memorandum.

DOCUMENTS AVAILABLE FOR INSPECTION

Electronic copies of (i) the Consent Solicitation Memorandum, (ii) the Notice of the Meetings, (iii) the current drafts of each Supplemental Trust Deed and (iv) any other ancillary documents being provided pursuant to the relevant Proposal will be available for inspection by Holders, upon request from the date of this Notice from the Principal Paying Agent and the Tabulation Agent during normal business hours on any week day (public holidays excepted) up to and including the date of the relevant Meeting, provided that, in each case a Holder will be required to produce evidence satisfactory to the Principal Paying Agent or the Tabulation Agent (as applicable) as to his or her status as a Holder before being provided with copies of the Holder Information.

INVESTOR PRESENTATION

The Issuer has also prepared an investor presentation in connection with the Consent Solicitations. To access the presentation, please either:

- (i) go to <https://www.netroadshow.com/nrs/home/#!/?show=a165778e>; or
- (ii) visit www.netroadshow.com and enter the deal entry code: Virginmoney2021 (not case-sensitive).

Holders should contact the following for further information:

The Solicitation Agent

NatWest Markets Plc (in its capacity as Solicitation Agent), 250 Bishopsgate, London EC2M 4AA, United Kingdom
(Attention: Liability Management, Telephone: +44 20 7678 5222,
Email: liabilitymanagement@natwestmarkets.com)

The Tabulation Agent

Lucid Issuer Services Limited, Tankerton Works, 12 Argyle Walk, London WC1H 8HA, United Kingdom
(Attention: Owen Morris, Telephone: +44 20 7704 0880, Email: virginmoney@lucid-is.com)

The Principal Paying Agent

Citibank, N.A., London Branch, Citigroup Centre, Canada Square, London E14 5LB, United Kingdom
(Attention: Agency and Trust, Email: ppapayments@citi.com)

The Registrars

For the 2026 Senior Notes and 8.75% ATI Notes:

Citibank, N.A., London Branch, Citigroup Centre, Canada Square, London E14 5LB, United Kingdom
(Attention: Agency and Trust, Email: ppapayments@citi.com)

For the 8% ATI Notes:

Citigroup Global Markets Europe AG, Agency & Trust Department, Reuterweg 16, 60323 Frankfurt am Main
(Attention: Agency and Trust, Telephone: +49 69 1366 1256)

This Notice is given by
Virgin Money UK PLC
Dated 12 February 2021

Announcement authorised for release by Lorna McMillan, Group Company Secretary.

DISCLAIMER: This announcement must be read in conjunction with the Consent Solicitation Memorandum. The Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made with respect to any Consent Solicitation. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the implementation of the Consent Solicitations or the relevant Extraordinary Resolution, it is recommended to seek its own financial and legal advice, including in respect of any tax consequences, immediately from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the relevant Consent Solicitation or otherwise vote in respect of the relevant Extraordinary Resolution. None of the Issuer, the Solicitation Agent, the Tabulation Agent, the Trustee, the relevant Registrar(s) or the Principal Paying Agent makes any recommendation whether Holders should participate in the relevant Consent Solicitation or otherwise vote in respect of the relevant Extraordinary Resolution.

Nothing in this announcement or the Consent Solicitation Memorandum constitutes or contemplates an offer of, an offer to purchase or the solicitation of an offer to purchase or sell any security in any jurisdiction. The distribution of this announcement and the Consent Solicitation Memorandum in certain jurisdictions may be restricted by law, and persons into whose possession this announcement or the Consent Solicitation Memorandum comes are requested to inform themselves about, and to observe, any such restrictions.

NOTICE OF HOLDER MEETINGS

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS.

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If Holders are in any doubt about any aspect of the proposals in this notice and/or the action they should take, they are recommended to seek their own financial and legal advice, including in respect of any tax consequences, immediately from their stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Financial Services and Markets Act 2000 (if they are in the United Kingdom) or from another appropriately authorised independent financial adviser and such other professional advisor from their own professional advisors as they deem necessary.

FURTHER INFORMATION REGARDING THE MATTERS REFERRED TO IN THIS ANNOUNCEMENT IS AVAILABLE IN THE CONSENT SOLICITATION MEMORANDUM (THE "CONSENT SOLICITATION MEMORANDUM") ISSUED BY THE ISSUER TODAY, AND ELIGIBLE HOLDERS (AS DEFINED BELOW) ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.



Virgin Money UK PLC

(Incorporated with limited liability in England and Wales, registered number 09595911)

(the "Issuer")

Legal Entity Identifier (LEI): 213800ZK9VGCYYR6O495

NOTICE OF SEPARATE HOLDER MEETINGS

to all holders of the outstanding securities listed in the table below

(each a "Series" and together the "Notes", and the holders thereof, the "Holders") of the Issuer presently outstanding.

THE NOTES

ISIN	Description
XS1637124741	3.125 per cent. Fixed-to-Floating Rate Callable Senior Notes due 2025 (the "2025 Senior Notes")
XS1813150247	3.375 per cent. Fixed Rate Reset Callable Senior Notes due 24 April 2026 (the "2026 Senior Notes")
XS1346644799	8 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (the "8% AT1 Notes")
XS1516312409	Fixed Rate Resettable Additional Tier 1 Securities (the "8.750% AT1 Notes")

NOTICE IS HEREBY GIVEN that separate meetings (each a "Meeting" and together, the "Meetings") of the Holders of each Series convened by the Issuer will be held via teleconference on 8 March 2021 for the purpose of considering and, if thought fit, passing the relevant resolution for each Series set out below which will be proposed as an Extraordinary Resolution in accordance with the provisions of the relevant Trust Deed (as defined in the Consent Solicitation Memorandum), made between the Issuer and the Trustee (as defined in the Consent Solicitation Memorandum) for the Holders and constituting the relevant Notes.

In light of the ongoing developments in relation to the Coronavirus (COVID-19), and current guidance issued by the UK Government, it may become impossible or inadvisable to hold the Meetings (and any adjourned Meeting) at a physical location. Accordingly, in accordance with the provisions of the relevant

Trust Deed, the Issuer has requested that the Trustee prescribes appropriate regulations regarding the holding of the Meetings (and any adjourned Meeting) via teleconference.

The initial Meeting in respect of the:

- (i) 2025 Senior Notes will commence at 10.00 a.m. (London time) (11.00 a.m. CET);
- (ii) 2026 Senior Notes will commence at 10.15 a.m. (London time) (11.15 a.m. CET) or after the completion of the 2025 Senior Notes Meeting (whichever is later);
- (iii) 8% AT1 Notes will commence at 10.30 a.m. (London time) (11.30 a.m. CET) or after the completion of the 2026 Senior Notes Meeting (whichever is later); and
- (iv) 8.750% AT1 Notes will commence at 10.45 a.m. (London time) (11.45 a.m. CET) or after the completion of the 8% AT1 Notes Meeting (whichever is later).

Capitalised terms used in this notice and not otherwise defined herein shall have the meanings given to them in the Consent Solicitation Memorandum dated 12 February 2021 (the "**Consent Solicitation Memorandum**"), electronic copies of which are available for inspection by Eligible Holders (as defined below) during normal business hours upon request from the Principal Paying Agent and the Tabulation Agent on any weekday (public holidays excepted) up to and including the date of the Meeting (see "*Documents Available for Inspection*" below). In accordance with normal practice, the Trustee, the Tabulation Agent, the Principal Paying Agent and the Registrars have not been involved in the formulation of the Proposals outlined in this Notice and the Consent Solicitation Memorandum or the Extraordinary Resolution. The Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent and the Registrars, express no opinion on, and make no representations as to the merits of, the Proposals set out in the Consent Solicitation Memorandum, the relevant Extraordinary Resolution or the proposed amendments referred to in the relevant Extraordinary Resolution set out below.

None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent or the Registrars makes any representation that all relevant information has been disclosed to Holders in or pursuant to this Notice, the Consent Solicitation Memorandum or otherwise. None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent or the Registrars has approved the draft amended documents referred to in the Extraordinary Resolutions set out below. Accordingly, Holders of the relevant Series should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the relevant Extraordinary Resolution, including any tax consequences, and on the impact of the implementation of the relevant Extraordinary Resolution.

None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent or the Registrars are responsible for the accuracy, completeness, validity or correctness of the statements made in the Consent Solicitation Memorandum or omissions therefrom.

Neither this Notice nor the Consent Solicitation Memorandum constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuer or any other entity. The distribution of the Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

BACKGROUND

The UK Financial Conduct Authority ("FCA") has confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after the end of 2021 and expects that some panel banks will cease contributing to LIBOR panels at such time. In addition, the Bank of England and the FCA announced that they have mandated a working group to promote a broad-based transition to the Sterling Overnight Index Average ("SONIA") across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Therefore, the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021, and regulators have urged market participants to take active steps to implement the transition to SONIA and other risk-free rates ahead of this deadline.

On the basis that the Notes have exposure to LIBOR beyond 2021, the Issuer has convened the Meetings for the purpose of enabling the relevant Holders to consider and resolve, if they think fit, to approve the relevant Proposal (as further described in the section entitled "*Proposal*" of the Consent Solicitation Memorandum) by way of an Extraordinary Resolution.

The date from which the Proposed Amendments will take effect will be the Effective Date (which is expected to be on or around 11 March 2021, subject to the adjournment of any Meetings).

In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the relevant Proposed Amendments will be different from the proposed date mentioned above for the applicable Series.

The United Kingdom Prudential Regulatory Authority ("PRA")

In paragraph 2.22 of the PRA's Policy Statement dated March 2020 (PS5/20: Regulatory capital instruments: Update to Pre-Issuance Notification (PIN) requirements)¹ (the "**Policy Statement**") the PRA accepts that if "targeted amendments" are made to capital instruments "in relation to benchmark rates", the instruments will continue to be "substantially the same" for the purposes of the Policy Statement. Sam Woods, the Deputy Governor of PRA, has also reiterated this in his letter to Tushar Morzaria (the Chair of the Working Group on Sterling Risk-Free Reference Rates) dated 18 December 2019² where he has stated that the PRA does not believe it is desirable to reassess the eligibility of the Additional Tier 1 and Tier 2 capital where the amendments are solely to replace the benchmark reference rate.

As the only changes which would be made to the Notes pursuant to the Proposed Amendments are to change the underlying benchmark reference rate and/or supporting fallback provisions for such benchmark reference rate as described in the Consent Solicitation Memorandum and to make the necessary consequential adjustments, the Issuer considers that the capital eligibility of the Notes will remain unaffected.

The PRA has been informed of these Consent Solicitations and, as at the date of this Notice, the Issuer is not aware of any objection or concerns being raised by the PRA with respect to this view being taken by the Issuer with respect to the eligibility of the Notes.

PROPOSALS

Pursuant to this Notice, the Issuer gives notice that separate Meetings will be convened on 8 March 2021 to request that Holders of each Series consider and agree by Extraordinary Resolution to the matters contained in the relevant Extraordinary Resolutions set out below.

The Issuer, under the relevant Proposals, is requesting that the Holders of the relevant Series consider and if thought fit, approve the relevant Extraordinary Resolution in order to implement changes such that:

- (A) in the case of the AT1 Notes and 2026 Senior Notes, (i) upon the occurrence of an Index Cessation Event in respect of six-month sterling LIBOR: (a) the relevant LIBOR linked mid-swap rate is replaced by a SONIA linked mid-swap rate; (b) an adjustment is made to reflect the economic

¹ Source: <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/policy-statement/2020/ps520.pdf>

² Source: <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/letter/2019/prudential-regulatory-framework-and-libor-transition.pdf?la=en&hash=55018BE92759217608D587E3C56C0E205A2D3AF4>

difference between the LIBOR and SONIA rates (using the methodology for such adjustments contained in the ISDA IBOR Fallback Supplement) and (c) the margin applicable to each such Series of Notes remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) in the case of the AT1 Notes, further new fallbacks are included if a Benchmark Event occurs or there is a Successor Rate with respect to SONIA (or LIBOR, if the relevant Index Cessation Event has not occurred) and in the case of the 2026 Senior Notes, the existing Benchmark Event fallbacks are amended to (i) include additional trigger events in line with market practice and (ii) update the process for determining an adjustment rate in line with the other securities issued by the Issuer (and the fallbacks proposed for the other Notes as part of these Consent Solicitations (as defined in this Consent Solicitation Memorandum); or

- (B) in the case of the 2025 Senior Notes, (i) upon the occurrence of an Index Cessation Event in respect of six-month sterling LIBOR: (a) LIBOR is replaced by SONIA for the purposes of the floating rate provisions of the Notes; (b) an adjustment is made to reflect the economic difference between the LIBOR and SONIA rates (using the methodology for such adjustments contained in the ISDA IBOR Fallback Supplement); (c) the margin applicable to such Series remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) further new fallbacks are included if a Benchmark Event occurs or there is a Successor Rate with respect to SONIA (or LIBOR, if the relevant Index Cessation Event has not occurred).

If any of the Proposed Amendments are implemented in respect of such Series, the relevant LIBOR linked mid-swap rate for the AT1 Notes and the 2026 Senior Notes or the LIBOR-linked floating rate interest provisions for the 2025 Senior Notes shall continue to apply as currently drafted in the relevant Conditions (subject to the new fallbacks described in paragraphs (A)(iii) or (B)(iii) above, as applicable), unless and until an Index Cessation Event occurs.

The term "Index Cessation Event" is defined in the Proposed Amendments to mean an Index Cessation Event as defined in the ISDA IBOR Fallback Supplement. Under this definition as it applies in accordance with the Proposed Amendments, an Index Cessation Event would be triggered by (i) an announcement by ICE Benchmark Administration (as administrator of LIBOR), or by the FCA (as its regulator) that ICE Benchmark Administration has ceased or will cease to provide six-month sterling LIBOR permanently or indefinitely (and it will not be provided by a successor administrator instead) or (ii) a public statement by the FCA that it has determined that six-month sterling LIBOR is no longer, or as of a specified date in the future will no longer be, representative.

The references to "will cease" and "will no longer be" in such definition mean that an Index Cessation Event could be triggered by a forward-looking statement or announcement, which could occur before ICE Benchmark Administration actually ceases to publish six-month sterling LIBOR or before six-month sterling LIBOR is actually no longer representative.

If approved by the Holders of the relevant Series, the Extraordinary Resolution will be binding on all holders of such Series of Notes, including those Holders who do not vote in favour of the relevant Extraordinary Resolution or who do not vote in connection with the relevant Extraordinary Resolution.

The Proposals are being put to Holders for the reasons set out in the Consent Solicitation Memorandum.

No consent fee will be payable in connection with any Consent Solicitation.

Holders are referred to the Consent Solicitation Memorandum which provides further background to the Proposals and the reasons therefor.

CONSENT SOLICITATION

Holders are further given notice that the Issuer has invited holders of the Notes of each Series (each such invitation a "**Consent Solicitation**") to consent, by voting in favour of the Extraordinary Resolution at the relevant Meeting for such Series, to the modification of the Conditions (and, where applicable, the relevant Trust Deed) relating to the relevant Series as described in paragraph 1 of the relevant Extraordinary Resolution as set out below, as further described in the Consent Solicitation Memorandum.

The Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitations are only for distribution or to be made available to persons who are (i) an eligible counterparty or a professional client (each as defined in UK MiFIR) and, if applicable and acting on a non-discretionary

basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (ii) located and resident outside the United States and who are not U.S. persons (as defined in Regulation S under the Securities Act) or acting for the account or benefit of any U.S. person and (iii) otherwise a person to whom the relevant Consent Solicitation can be lawfully made and that may lawfully participate in the relevant Consent Solicitation (all such persons "**Eligible Holders**").

Subject to the restrictions described in the previous paragraph, Holders may obtain from the date of this Notice a copy of the Consent Solicitation Memorandum from the Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Consent Solicitation Memorandum, a Holder will be required to provide confirmation as to his or her status as an Eligible Holder.

**EXTRAORDINARY RESOLUTION
IN RESPECT OF THE £300,000,000 3.125 PER CENT. FIXED-TO-FLOATING RATE
CALLABLE SENIOR NOTES DUE 2025 (ISIN: XS1637124741)**

"THAT this Meeting of the holders (together, the "**2025 Senior Holders**") of the presently outstanding £300,000,000 3.125 per cent. Fixed-to-Floating Rate Callable Senior Notes due 2025 (the "**2025 Senior Notes**") of Virgin Money UK PLC (the "**Issuer**"), constituted by the trust deed dated 25 May 2017 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**") as trustee for the 2025 Senior Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the proposed amendments in respect of the 2025 Senior Notes (as set out in Part 1 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, of the 2025 Senior Notes Final Terms and of the terms and conditions of the 2025 Senior Notes (the "**Conditions**") which are set out in Schedule 1 to the Trust Deed.
2. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) authorises, directs, requests and empowers:
 - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 2025 Senior Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 2025 Senior Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 2025 Senior Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 2025 Senior Holders further confirm that the 2025 Senior Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;
6. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 2025 Senior Holders appertaining to the 2025 Senior Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

7. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person in implementing the modifications contemplated by the Supplemental Trust Deed, this Extraordinary Resolution and the relevant Proposal;
8. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 2025 Senior Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
9. declares that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 2025 Senior Holders, irrespective of any participation at this Meeting by Ineligible 2025 Senior Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 14 clear days nor more than 42 clear days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 12 of this Extraordinary Resolution with the exception of resolution 9(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more Voters (as defined in the Trust Deed) holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the 2025 Senior Notes shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 9(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 2025 Senior Holders irrespective of any participation at the adjourned Meeting by Ineligible 2025 Senior Holders;
10. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 2025 Senior Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
11. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Eligible 2025 Senior Holders to consent to the modification of the Conditions relating to the 2025 Senior Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 12 February 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

"Eligible 2025 Senior Holder" means each 2025 Senior Holder who is (a) an eligible counterparty or a professional client (each as defined in UK MiFIR) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

"Ineligible 2025 Senior Holder" means each 2025 Senior Holder who is not an Eligible 2025 Senior Holder; and

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

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

**EXTRAORDINARY RESOLUTION
IN RESPECT OF THE £350,000,000 3.375 PER CENT. FIXED RATE RESET CALLABLE
SENIOR NOTES DUE 24 APRIL 2026 (ISIN: XS1813150247)**

"THAT this Meeting of the holders (together, the "**2026 Senior Holders**") of the presently outstanding £350,000,000 3.375 per cent. Fixed Rate Reset Callable Senior Notes due 24 April 2026 (the "**2026 Senior Notes**") of Virgin Money UK PLC (the "**Issuer**"), constituted by the trust deed dated 14 April 2016 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**") as trustee for the 2026 Senior Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the proposed amendments in respect of the 2026 Senior Notes (as set out in Part 2 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, of the 2026 Senior Notes Final Terms and of the terms and conditions of the 2026 Senior Notes (the "**Conditions**") which are set out in Schedule 1 to the Trust Deed.
2. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) authorises, directs, requests and empowers:
 - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 2026 Senior Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 2026 Senior Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 2026 Senior Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 2026 Senior Holders further confirm that the 2026 Senior Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;
6. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 2026 Senior Holders appertaining to the 2026 Senior Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

7. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person, in implementing the modifications contemplated by the Supplemental Trust Deed, this Extraordinary Resolution and the relevant Proposal;
8. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 2026 Senior Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
9. declares that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 2026 Senior Holders, irrespective of any participation at this Meeting by Ineligible 2026 Senior Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 14 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 12 of this Extraordinary Resolution with the exception of resolution 9(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more Voters (as defined in the Trust Deed) holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the 2026 Senior Notes shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 9(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 2026 Senior Holders irrespective of any participation at the adjourned Meeting by Ineligible 2026 Senior Holders;
10. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 2026 Senior Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
11. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Eligible 2026 Senior Holders to consent to the modification of the Conditions relating to the 2026 Senior Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 12 February 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

"Eligible 2026 Senior Holder" means each 2026 Senior Holder who is (a) an eligible counterparty or a professional client (each as defined in UK MiFIR) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

"Ineligible 2026 Senior Holder" means each 2026 Senior Holder who is not an Eligible 2026 Senior Holder; and

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

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

**EXTRAORDINARY RESOLUTION
IN RESPECT OF THE £450,000,000 8 PER CENT. FIXED RATE RESET PERPETUAL
SUBORDINATED CONTINGENT CONVERTIBLE NOTES (ISIN: XS1346644799)**

"THAT this Meeting of the holders (together, the "**8% AT1 Holders**") of the presently outstanding £450,000,000 8 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (the "**8% AT1 Notes**") of Virgin Money UK PLC (the "**Issuer**"), constituted by the trust deed dated 8 February 2016 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**") as trustee for the 8% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the proposed amendments in respect of the 8% AT1 Notes (as set out in Part 3 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed and of the terms and conditions of the 8% AT1 Notes (the "**Conditions**") which are set out in Part B of Schedule 2 to the Trust Deed.
2. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) authorises, directs, requests and empowers:
 - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 8% AT1 Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 8% AT1 Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 8% AT1 Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 8% AT1 Holders further confirm that the 8% AT1 Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;
6. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 8% AT1 Holders appertaining to the 8% AT1 Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

7. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person in implementing the modifications contemplated by the Supplemental Trust Deed, this Extraordinary Resolution and the relevant Proposal;
8. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 8% AT1 Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
9. declares that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 8% AT1 Holders, irrespective of any participation at this Meeting by Ineligible 8% AT1 Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 14 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 12 of this Extraordinary Resolution with the exception of resolution 9(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more Voters (as defined in the Trust Deed) holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the 8% AT1 Notes shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 9(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 8% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible 8% AT1 Holders;
10. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 8% AT1 Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
11. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Eligible 8% AT1 Holders to consent to the modification of the Conditions relating to the 8% AT1 Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 12 February 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

"Eligible 8% AT1 Holder" means each 8% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in UK MiFIR) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

"Ineligible 8% AT1 Holder" means each 8% AT1 Holder who is not an Eligible 8% AT1 Holder; and

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

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

**EXTRAORDINARY RESOLUTION
IN RESPECT OF THE £230,000,000 FIXED RATE RESETTABLE ADDITIONAL TIER 1
SECURITIES (ISIN: XS1516312409)**

"THAT this Meeting of the holders (together, the "**8.750% AT1 Holders**") of the presently outstanding £230,000,000 Fixed Rate Resettable Additional Tier 1 Securities (the "**8.750% AT1 Notes**") of Virgin Money UK PLC (the "**Issuer**"), constituted by the trust deed dated 10 November 2016 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**") as trustee for the 8.750% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the proposed amendments in respect of the 8.750% AT1 Notes (as set out in Part 4 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed and of the terms and conditions of the 8.750% AT1 Notes (the "**Conditions**") which are set out in Schedule 2 to the Trust Deed.
2. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) authorises, directs, requests and empowers:
 - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 8.750% AT1 Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 8.750% AT1 Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 8.750% AT1 Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 8.750% AT1 Holders further confirm that the 8.750% AT1 Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;
6. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 8.750% AT1 Holders appertaining to the 8.750% AT1 Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

7. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person in implementing the modifications contemplated by the Supplemental Trust Deed, this Extraordinary Resolution and the relevant Proposal;
8. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 8.750% AT1 Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
9. declares that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 8.750% AT1 Holders, irrespective of any participation at this Meeting by Ineligible 8.750% AT1 Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 13 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 12 of this Extraordinary Resolution with the exception of resolution 9(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more persons present holding Notes or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the 8.750% AT1 Notes shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 9(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 8.750% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible 8.750% AT1 Holders;
10. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 8.750% AT1 Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
11. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Eligible 8.750% AT1 Holders to consent to the modification of the Conditions relating to the 8.750% AT1 Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 12 February 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

"Eligible 8.750% AT1 Holder" means each 8.750% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in UK MiFIR) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

"Ineligible 8.750% AT1 Holder" means each 8.750% AT1 Holder who is not an Eligible 8.750% AT1 Holder; and

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

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

INELIGIBLE HOLDERS

Submission of Ineligible Holder Instructions

In respect of any Notes held through Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (together, the "**Clearing Systems**"), the submission of Ineligible Holder Instructions will be deemed to have occurred upon receipt by the Tabulation Agent from Euroclear and Clearstream, Luxembourg, as applicable, of a valid instruction (an "**Ineligible Holder Instruction**") submitted in accordance with the requirements of Euroclear or Clearstream, Luxembourg, as applicable.

In respect of any Notes, each such Ineligible Holder Instruction must specify, among other things, the aggregate principal amount of the relevant Notes of the relevant Series to which such Ineligible Holder Instruction relates, the securities account number at Euroclear or Clearstream, Luxembourg, as applicable, in which the relevant Notes are held and whether the Ineligible Holder wishes to instruct the relevant Registrar or the Principal Paying Agent (in case of the 2025 Senior Notes) to appoint one or more representatives of the Tabulation Agent to attend the relevant Meeting (and any such adjourned Meeting) and vote in favour of or against the relevant Extraordinary Resolution. The receipt of such Ineligible Holder Instruction by Euroclear or Clearstream, Luxembourg, as applicable, will be acknowledged in accordance with the standard practices of Euroclear or Clearstream, Luxembourg, as applicable, and will result in the blocking of the relevant Notes in the relevant Ineligible Holder's account with Euroclear or Clearstream, Luxembourg, as applicable, so that no transfers may be effected in relation to the such Notes until the earlier of (i) the date on which the relevant Ineligible Holder Instruction is validly revoked (including their automatic revocation on the termination of the related Consent Solicitation) and (ii) the conclusion of the relevant Meeting (or, if applicable, any adjourned such Meeting).

Only Direct Participants (as defined under "*Voting and Quorum*" below) may submit Ineligible Holder Instructions. Each Beneficial Owner of Notes who is an Ineligible Holder and is not a Direct Participant must arrange for the Direct Participant through which such Beneficial Owner of Notes who is an Ineligible Holder holds its Notes to submit an Ineligible Holder Instruction on its behalf to Euroclear or Clearstream, Luxembourg, as applicable, before the deadlines specified by the relevant Clearing System.

By delivering, or arranging for the delivery on its behalf, of an Ineligible Holder Instruction in accordance with the procedures described above, a Holder shall be deemed to agree, undertake, acknowledge and represent to the Issuer, the Trustee, the Principal Paying Agent, the Registrars, the Tabulation Agent and the Solicitation Agent that at (i) the time of submission of such Ineligible Holder Instruction, (ii) the Expiration Date and (iii) the time of the relevant Meeting and at the time of any adjourned Meeting (and if a Holder is unable to make any such acknowledgement or give any such representation or warranty, such Holder or Direct Participant should contact the Tabulation Agent immediately):

- (a) It is an Ineligible Holder.
- (b) It is not a person or entity (a "**Person**") (A) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions); or (B) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the SSI List), (ii) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended from time to time including by Council Regulation No. 960/2014 and Council Regulation (EU) No 1290/2014 and Council Regulation (EU) No 2015/1797 (the "**EU Annexes**"), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes. For these purposes "**Sanctions Authority**" means each of: (i) the United States government; (ii) the United Nations; (iii) the European Union (or any of its member states or the United Kingdom); (iv) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (v) the respective governmental institutions and agencies of any

of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury. The representation set out above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of breach of any provision of (i) Council Regulation (EC) No 2271/1996 of 22 November 1996 as it forms part of domestic law of the United Kingdom by virtue of the EUWA or any similar blocking or anti-boycott law in the United Kingdom, (ii) Council Regulation (EC) No 2271/1996 of 22 November 1996 or (iii) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) (in connection with section 4 para 1 no 3 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*)).

- (c) It is assuming all the risks inherent in participating in the relevant Consent Solicitation and has undertaken all the appropriate analyses of the implications of the relevant Consent Solicitation without reliance on the Issuer, the Trustee, the Principal Paying Agent, the Registrars, the Solicitation Agent or the Tabulation Agent.
- (d) It has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any vote in relation to the relevant Extraordinary Resolution, in any jurisdiction and that it has not taken or omitted to take any action in breach of the representations or which will or may result in the Issuer, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agent, the Registrars or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any votes in relation to the relevant Extraordinary Resolution.
- (e) It has full power and authority to vote in the relevant Meeting (or any such adjourned Meeting).
- (f) Each Ineligible Holder Instruction is made on the terms and conditions set out in this notice and therein.
- (g) Each Ineligible Holder Instruction is being submitted in compliance with the applicable laws or regulations of the jurisdiction in which the Holder is located or in which it is resident or located and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such Ineligible Holder Instruction.
- (h) It holds and will hold, until the earlier of (i) the date on which its Ineligible Holder Instruction is validly revoked, and (ii) conclusion of the relevant Meeting or (if applicable) any relevant adjourned Meeting, as the case may be, the Notes the subject of the Ineligible Holder Instruction, in the relevant Clearing System and, if it holds its Notes through Euroclear, or Clearstream, Luxembourg in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, it has submitted, or has caused to be submitted, an Ineligible Holder Instruction to the relevant Clearing System, as the case may be, to authorise the blocking of such Notes with effect on and from the date thereof so that no transfers of such Notes may be effected until the occurrence of any of the events listed in (i) or (ii) above.
- (i) It acknowledges that none of the Issuer, the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agent and/or the Registrars or any of their respective affiliates, directors, officers, employees or agents has made any recommendation as to whether to vote on the relevant Extraordinary Resolution and it represents that it has made its own decision with regard to voting on the relevant Extraordinary Resolution based on any independent legal, financial, tax or other advice that it has deemed necessary to seek.
- (j) It acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Holder offering to vote on the relevant Extraordinary Resolution shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of the Holder voting on the relevant Extraordinary Resolution and shall not be affected by, and shall survive, the death or incapacity of the Holder voting on the relevant Extraordinary Resolution, as the case may be.

- (k) The Notes have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available (terms used in this paragraph that are, unless otherwise specified, defined in Regulation S are used as defined in Regulation S).
- (l) The terms and conditions of the relevant Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Ineligible Holder Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the Ineligible Holder Instruction is true and will be true in all respects at the time of the relevant Meeting (or any relevant adjourned Meeting).
- (m) No information has been provided to it by the Issuer, the Trustee, Principal Paying Agent, the Registrars, the Solicitation Agent or the Tabulation Agent, or any of their respective affiliates, directors, officers, agents or employees, with regard to the tax consequences for Holders arising from the participation in any Consent Solicitation, the implementation of any Extraordinary Resolution, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in any Consent Solicitation, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Trustee, the Principal Paying Agent, the Registrars, the Solicitation Agent or the Tabulation Agent, or any of their respective affiliates, directors, officers, agents or employees, or any other person in respect of such taxes and payments.

If the relevant Ineligible Holder is unable to give any of the representations and warranties described above, such Ineligible Holder should contact the Tabulation Agent.

Each Ineligible Holder submitting an Ineligible Holder Instruction in accordance with its terms shall be deemed to have agreed to indemnify the Issuer, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agent, the relevant Registrar (if applicable), the Trustee and any of their respective affiliates, directors, officers, employees or agents against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such vote by such Holder.

All questions as to the validity, form and eligibility (including the time of receipt) of any Ineligible Holder Instructions or revocation or revision thereof or delivery of Ineligible Holder Instructions will be determined by the Issuer in its sole discretion, which determination will be final and binding. The Issuer reserves the absolute right to reject any and all Ineligible Holder Instructions not in a form which is, in the opinion of the Issuer, lawful. The Issuer also reserves the absolute right to waive defects in Ineligible Holder Instructions with regard to any Notes. None of the Issuer, the Solicitation Agent, the Trustee, the Registrars, the Principal Paying Agent or the Tabulation Agent shall be under any duty to give notice to Holders or Beneficial Owners of any irregularities in Ineligible Holder Instructions; nor shall any of them incur any liability for failure to give notification of any material amendments to the terms and conditions of the Consent Solicitations.

REQUIREMENTS OF U.S. SECURITIES LAWS

If an Extraordinary Resolution is passed and implemented in respect of any Series, the Supplemental Trust Deed relating to the relevant Series will contain a statement that, until the expiry of the period of 40 days after the date of the Supplemental Trust Deed, sales of the relevant Notes may not be made in the United States or to U.S. persons unless made outside the United States pursuant to Rules 903 and 904 of Regulation S.

Holders who have submitted and not revoked a valid Consent Instruction or Ineligible Holder Instruction in respect of the relevant Extraordinary Resolution by 5.00 p.m. (London time) (6.00 p.m. (CET)) on 3 March 2021 (the "Expiration Deadline"), by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the relevant Registrar or the Principal Paying Agent (in the case of the 2025 Senior Notes) as their proxy to vote in favour of or against (as specified in the relevant Consent Instruction or Ineligible Holder Instruction) the relevant Extraordinary Resolution at

the relevant Meeting (or any adjourned such relevant Meeting), need take no further action to be represented at the relevant Meeting (or any such adjourned such Meeting).

GENERAL INFORMATION

The attention of Holders is particularly drawn to the quorum required for the Holders Meetings and for any adjourned Meeting which is set out in paragraphs 1, 2, 3, 4 and 5 of "*Voting and Quorum*" below. Having regard to such requirements, Holders are strongly urged either to attend the Meeting (via teleconference) or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates has been involved in the formulation of the Extraordinary Resolutions, the Consent Solicitations or the Proposals and the Trustee expresses no opinion and makes no representation as to the merits of the Extraordinary Resolutions, the Consent Solicitations, the Proposals or on whether Holders would be acting in their best interests in participating in any Consent Solicitation or otherwise participating in the Proposals, and nothing in this Notice should be construed as a recommendation to Holders from the Trustee to vote in favour of, or against, any Extraordinary Resolution or to participate in any Consent Solicitation or otherwise participate in the Proposals. Holders should take their own independent financial and legal advice on the merits and on the consequences of voting in favour of, or against, an Extraordinary Resolution, including as to any tax consequences. Neither the Trustee nor any of its directors, officers, employees, agents or affiliates has verified, or assumes any responsibility for the accuracy or completeness of, any of the information concerning the Consent Solicitations, the Proposals, the Issuer or the factual statements contained in, or the effect or effectiveness of, the Consent Solicitation Memorandum, this Notice or any other documents referred to in the Consent Solicitation Memorandum or this Notice or assumes any responsibility for any failure by the Issuer to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment (if any) to the Consent Solicitations or the Proposals. On the basis of the information set out in the Consent Solicitation Memorandum and this Notice, the Trustee has, however, authorised for it to be stated that the Trustee has no objection to the Extraordinary Resolutions being put to Holders for their consideration.

VOTING AND QUORUM

1. The provisions governing the convening and holding of the Meeting are set out in Schedule 4 to the relevant Trust Deed for the Senior Notes and Schedule 3 to the relevant Trust Deed for the AT1 Notes, copies of which are available for inspection by the Holders (i) during normal business hours upon request from the Principal Paying Agent and the Tabulation Agent on any weekday (public holidays excepted) up to and including the date of the Meetings (such copies to be in electronic form) and (ii) at the Meetings.

The 2025 Senior Notes are represented by a global Note and are held by a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). The AT1 Notes and 2026 Senior Notes are each represented by a global certificate registered in the name of a nominee for a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg.

For the purpose of the Meetings, a "**Holder**" shall mean each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount outstanding of the relevant Notes.

A Holder wishing to attend the relevant Meeting (via teleconference) must produce at the Meeting a valid form of proxy (or a document to that effect) issued by the relevant Registrar or the Principal Paying Agent (in the case of the 2025 Senior Notes) relating to the Notes in respect of which it wishes to vote.

Any Holder who wishes to vote in respect of the relevant Extraordinary Resolution but does not wish to attend the relevant Meeting should: (i) in the case of a Beneficial Owner whose Notes are held in book-entry form by a custodian, request such Beneficial Owner's custodian to vote on the relevant Extraordinary Resolution in accordance with the procedures set out in the section entitled "*Procedures in connection with the Consent Solicitations*" of the Consent Solicitation

Memorandum, or (ii) in the case of a Holder whose Notes are held in book-entry form directly in the relevant Clearing System, vote on the relevant Extraordinary Resolution in accordance with the procedures set out in the section entitled "*Procedures in connection with the Consent Solicitations*" of the Consent Solicitation Memorandum.

Holders should note that the timings and procedures set out below reflect the requirements for Holders' Meetings set out in the relevant Trust Deed, but that the Clearing Systems and the relevant intermediaries may have their own additional requirements as to timings and procedures for voting on the relevant Extraordinary Resolution. Accordingly, Holders wishing to vote in respect of the relevant Extraordinary Resolution are strongly urged either to contact their custodian (in the case of a Beneficial Owner whose Notes are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Holder whose Notes are held in book-entry form directly in the relevant Clearing System), as soon as possible.

2. The quorum at any Meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present holding or representing Notes or being proxies or representatives and holding or representing in aggregate not less than two-thirds of the aggregate principal amount outstanding of the relevant Series of Notes for the time being outstanding.

If a quorum is not present within 15 minutes after the time fixed for a Meeting, the relevant Meeting will be adjourned for such period being (i) not less than 14 clear days nor more than 42 clear days in the case of the 2025 Senior Notes; (ii) not less than 14 days nor more than 42 days in the case of the 2026 Senior Notes and 8% AT1 Notes and (iii) not less than 13 days nor more than 42 days in the case of the 8.750% AT1 Notes, and shall be held via teleconference at such time as may be appointed by the chairman of such Meeting and approved by the Trustee.

In addition, in the event that the quorum required for, and the requisite majority of votes cast at, the relevant Meeting is satisfied but the Eligibility Condition in respect of such Meeting is not satisfied, the chairman of the relevant Meeting will adjourn the relevant Meeting for such period as mentioned in the paragraph above, and such relevant Meeting shall be held via teleconference at such time as may be appointed by the chairman of the Meeting and approved by the Trustee. The Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Holders of the relevant Series of Notes).

At any adjourned Meeting one or more persons, in the case of all of the Notes, present holding Notes or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the relevant Series of Notes shall (subject as provided below) form a quorum and shall have the power to pass the Extraordinary Resolution.

3. To be passed at the relevant Meeting, the Extraordinary Resolution requires a majority in favour consisting of (i) at least 75 per cent. of the votes cast in respect of the Senior Notes and the 8.750% AT1 Notes and (ii) one more than 50 per cent. of the votes cast in respect of the 8% AT1 Notes.

The question submitted to the relevant Meeting shall be decided in the first instance by a show of hands (which, as the Meeting will be held by teleconference, will be done by way of oral confirmations), unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by the chairman of such Meeting, the Issuer, the Trustee or by one or more persons present holding or being a proxy or representative and representing or holding in the aggregate not less than 2 per cent. of the principal amount outstanding of the relevant Series of Notes.

In each case, a declaration by the chairman of such Meeting 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 such resolution.

4. If at the Meeting of the 8% AT1 Notes or 2026 Senior Notes, there is only one person present holding or being a proxy or representative and representing or holding the relevant Notes, questions will not be decided by a show of hands and instead will immediately be decided by means of a poll.

5. On a show of hands every person who is present and who produces a Note or is a proxy or representative shall have one vote. On a poll, such person shall have:
 - (a) in respect of the 2025 Senior Notes, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by them by one;
 - (b) in respect of the 2026 Senior Notes, the number of votes obtained by dividing the aggregate principal amount of the outstanding Notes represented or held by them by £1,000;
 - (c) in respect of the 8% AT1 Notes, one vote in respect of each £1,000 in aggregate face amount of the outstanding Note(s) represented or held by them; and
 - (d) in respect of the 8.750% AT1 Notes, one vote for £1 in principal amount of Notes so produced or for which they are a proxy or representative.

6. The implementation of each Consent Solicitation and the related Extraordinary Resolution will be conditional on:
 - (a) the passing of the relevant Extraordinary Resolution; and
 - (b) the quorum required for, and the requisite majority of votes cast at, the relevant Meeting being satisfied by Eligible Holders, irrespective of any participation at the relevant Meeting by Ineligible Holders (including the satisfaction of such condition at an adjourned Meeting) (the "**Eligibility Condition**"),

(together, the "**Consent Conditions**").

7. If passed, the Extraordinary Resolution passed at the relevant Meeting (subject to the Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" in the Consent Solicitation Memorandum) will be binding upon all the Holders of the relevant Series whether or not present or voting at the Meeting.

NO CONSENT FEE

No consent fee will be payable in connection with any Consent Solicitation.

DOCUMENTS AVAILABLE FOR INSPECTION

Electronic copies of items (a) to (d) below (together, the "**Holder Information**") will be available for inspection by Holders, upon request from the date of this Notice from the Principal Paying Agent and the Tabulation Agent during normal business hours on any week day (public holidays excepted) up to and including the date of the relevant Meeting and at the relevant Meeting.

- (a) this Notice;
- (b) the Consent Solicitation Memorandum;
- (c) the current drafts of each Supplemental Trust Deed as referred to in the relevant Extraordinary Resolution set out above (the "**Supplemental Trust Deeds**"); and
- (d) such other ancillary documents as may be approved by the Trustee and/or such other relevant party as are necessary or desirable to give effect to the relevant Proposal in full,

provided that, in each case, a Holder will be required to produce evidence satisfactory to the Principal Paying Agent or the Tabulation Agent (as applicable) as to his or her status as a Holder before being provided with copies of the Holder Information.

This Notice should be read in conjunction with the Holder Information.

The Holder Information may be supplemented from time to time. Existing Holders should note that the current draft of each Supplemental Trust Deed may be subject to amendment (where such amendments are

in line with the relevant Proposed Amendments) up until 7 days prior to the date fixed for the relevant Meeting. Should such amendments be made, blacklined copies (showing the changes from the originally available Supplemental Trust Deeds) and clean versions will be available for inspection (in electronic form) upon request from the Principal Paying Agent and the Tabulation Agent.

Existing Holders will be informed of any such amendments to the Supplemental Trust Deeds by (i) notices to the Clearing Systems for communication to the Holders, (ii) an announcement released on the regulatory news service of the London Stock Exchange in respect of the Senior Notes and the 8.750% AT1 Notes, (iii) an announcement released on the website of the Irish Stock Exchange in respect of the 8% AT1 Notes and (iv) an announcement released on the website of the Luxembourg Stock Exchange in respect of the 8.750% AT1 Notes.

CONTACT INFORMATION

Holders should contact the following for further information:

The Solicitation Agent

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA
United Kingdom

Telephone: +44 20 7678 5222
Attention: Liability Management
Email: liabilitymanagement@natwestmarkets.com

The Tabulation Agent

Lucid Issuer Services Limited
Tankerton Works
12 Argyle Walk
London WC1H 8HA
United Kingdom

Telephone: +44 20 7704 0880
Attention: Owen Morris
Email: virginmoney@lucid-is.com

The Principal Paying Agent

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

Tel: +353 1 622 0866
Fax: +353 1 622 2210
Email: ppayments@citi.com
Attention: Agency and Trust

The Registrars

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

Tel: +49 69 1366 1256
Fax: +49 69 2222 9586
Attention: Agency and Trust

Tel: +353 1 622 0866
Fax: +353 1 622 2210
Email: ppayments@citi.com
Attention: Agency and Trust

Citigroup Global Markets Europe AG
Agency & Trust Department
Reuterweg 16
60323 Frankfurt am Main
Germany

Holders whose Notes are held by Euroclear or Clearstream, Luxembourg should contact the Tabulation Agent at the address details above for further information on the process for voting at the Meeting.

ANNOUNCEMENTS

If the Issuer is required to make an announcement relating to matters set out in this Notice, any such announcement will be made in accordance with all applicable rules and regulations via (i) notices to the Clearing Systems for communication to Holders, (ii) an announcement released on the regulatory news service of the London Stock Exchange in respect of the Senior Notes and the 8.750% AT1 Notes, (iii) an announcement released on the website of the Irish Stock Exchange in respect of the 8% AT1 Notes and (iv) an announcement released on the website of the Luxembourg Stock Exchange in respect of the 8.750% AT1 Notes.

This Notice is given by:
VIRGIN MONEY UK PLC
Dated 12 February 2021

SCHEDULE A

AMENDMENTS TO THE CONDITIONS AND TRUST DEED OF EACH OF THE NOTES

PART 1 2025 SENIOR NOTES

*£300,000,000 3.125 per cent. Fixed-to-Floating Rate Callable Senior Notes due 2025 under the
£10,000,000,000 Global Medium Term Note Programme – ISIN XS1637124741*

Amendments to the 2025 Senior Notes Final Terms

1. Paragraph 9 (*Interest Basis*) of the 2025 Senior Notes Final Terms shall be deleted and replaced with the following:

3.125 per cent. Fixed Rate for the period from (and including) the Issue Date to (but excluding) 22 June 2024

For the period from (and including) 22 June 2024 to (but excluding) the Maturity Date:

- (i) If an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date, the aggregate of (A) LIBOR and (B) 2.292 per cent. per annum, Floating Rate
- (ii) If an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date, the aggregate of (A) Compounded Daily SONIA, (B) 2.292 per cent. per annum and (C) the Adjustment Rate, Floating Rate

(see paragraphs 14 and 16 below)

2. Paragraph 16 (viii) (*Floating Rate Note Provisions*) of the 2025 Senior Notes Final Terms shall be deleted and replaced with the following:

(viii) Screen Rate Determination: Applicable

- (a) Reference Rate: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date, six-month LIBOR or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date, Compounded Daily SONIA
- (b) Reference Bank(s): (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date: As per the Conditions or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date: Not Applicable
- (c) Interest Determination Date(s): (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date, the first day of each Interest Period or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date, the date falling 5 London Banking Days prior to each Interest Payment Date
- (d) Relevant Screen Page: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date, Reuters Screen Page LIBOR01 or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date, Bloomberg Page SONIO/N Index
- (e) Relevant Time: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Interest Determination Date, 11 a.m. in the Relevant Financial Centre or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Interest Determination Date, 9 a.m. in the Relevant Financial Centre

Amendments to the Conditions of the 2025 Senior Notes

1. Condition 1(A) (*Definitions*) shall be amended as follows:

The following definitions will be added in the appropriate places in alphabetical order:

"Adjustment Rate" means, subject as provided below, the adjustment rate that is to apply in respect of any Interest Payment Date if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the Interest Determination Date, being the rate specified on Bloomberg screen "SBP0006M Index", or any successor page, as calculated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) in relation to Sterling LIBOR in such tenor on the date such Index Cessation Event occurs: **provided that** if, in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period shall be that determined as at the last preceding Interest Determination Date and such Rate of Interest was determined in accordance with Condition 6(C)(I), then the Adjustment Rate in respect of such Interest Period only shall be deemed to be 0 per cent.;

"Compounded Daily SONIA" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent, as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

"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 London 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 London Banking Day in chronological order from, and including, the first London Banking Day in such Interest Period to and including, the last London Banking Day in such Interest Period;

"Index Cessation Event" means an Index Cessation Event as defined in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time, and, for the purposes of these Conditions and the definition of "Index Cessation Event" therein, the "Applicable Rate" as used therein is six-month Sterling LIBOR.

The Issuer shall notify the Calculation Agent of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter.

"London Banking Day" or **"LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"n_i" means, for any London Banking Day "i", the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"Observation Period" means, in respect of the relevant Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"p" means 5 London Banking Days.

"SONIA Reference Rate" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as

provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if that page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**SONIA_{i-pLBD}**" means, in respect of any London Banking Day "i", the SONIA Reference Rate for the London Banking Day falling "p" London Banking Days prior to such London Banking Day "i".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

"**SONIA**" means the Sterling Overnight Index Average.

2. Condition 6 (*Floating Rate Note Provisions*) shall be amended as follows:
 - 2.1 Provision 6(C) (*Screen Rate Determination – Floating Rate Notes other than CMS-Linked Notes*) shall become Provision 6(C)(I) and the lead in language shall be replaced as follows:

Screen Rate Determination – Floating Rate Notes other than CMS-Linked Notes and an Index Cessation Event has not occurred: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and (i) the relevant Final Terms do not specify that the Reference Rate is the CMS Reference Rate and (ii) an Index Cessation Event has not occurred before the relevant Interest Determination Event, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- 2.2 The following provision shall be included as a new Condition 6(C)(II):

Screen Rate Determination – Floating Rate Notes other than CMS-Linked Notes and an Index Cessation Event has occurred: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and (i) the relevant Final Terms do not specify that the Reference Rate is the CMS Reference Rate and (ii) an Index Cessation Event has occurred before the relevant Interest Determination Event, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (1) the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 6(J) (*Benchmark Replacement*) and subject as provided below) be the sum of (A) Compounded Daily SONIA, (B) the Margin and (C) the Adjustment Rate. The Issuer shall notify the Calculation Agent of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter;
- (2) if, subject to Condition 6(J) (*Benchmark Replacement*), in respect of any London Banking Day in the relevant Observation Period, the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5 p.m. (London time) (or, if earlier close of business) on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference 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).

Notwithstanding the paragraph above, and without prejudice to Condition 6(J) (*Benchmark Replacement*), in the event of the Bank of England publishing guidance as to (i) how the SONIA Reference Rate is to be determined or (ii) any rate that is to replace the SONIA Reference Rate, the Calculation Agent shall, in consultation with the Issuer, follow such guidance in order to determine the SONIA Reference Rate, for purposes of the Notes, for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 6(C)(II) in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period shall be (A) that determined as at the last preceding Interest Determination Date or (B) if there is no such preceding Interest Determination Date, 3.125 per cent. per annum.

2.3 The following provision shall be included as a new Condition 6(J):

6(J) Benchmark Replacement

In addition to and notwithstanding the provisions above in this Condition 6 (*Floating Rate Note Provisions*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Rate of Interest (or the relevant component part thereof) remains to be determined by reference such Reference Rate (and if, in the case of LIBOR, an Index Cessation Event has not occurred prior to such determination), then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

- (1) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (2) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (3) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of and adjustment as provided in, this Condition 6(J) (*Floating Rate Note Provisions – Benchmark Replacement*)); **provided, however, that** if sub-paragraph (2) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the preceding Interest Period ; for the avoidance of doubt, the proviso in this sub-paragraph (3) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(J) (*Floating Rate Note Provisions - Benchmark Replacement*);
- (4) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable); **provided, however, that** if the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the Interest Determination Date relating to the next succeeding Interest Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread; for the avoidance of doubt, the proviso in this sub-paragraph (4) shall apply to the relevant Interest Period only and any subsequent Interest Periods) are subject

to the subsequent operation of, and to adjustment as provided in, this Condition 6(J) (*Floating Rate Note Provisions – Benchmark Replacement*);

- (5) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Day, Interest Determination Date and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee, the Calculation Agent and the Principal Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 6(J) (*Floating Rate Note Provisions – Benchmark Replacement*). Noteholder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee or the Principal Paying Agent (if required); and
- (6) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Calculation Agent, the Principal Paying Agent, Noteholders and Couponholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions,

provided that the determination of any Successor Rate or Alternative Reference Rate or Adjustment Spread, and any other related changes to the Notes, shall be made in accordance with the relevant Capital Regulations (if applicable) and shall not prejudice the qualification of Senior Notes as eligible liabilities for the purposes of the Capital Regulations.

For the purposes of this Condition 6(J) (*Floating Rate Note Provisions – Benchmark Replacement*):

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders or Couponholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (C) if no such customary market usage is recognised or acknowledged, the Issuer following consultation with the Independent Adviser (if any) and acting in good faith, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

- (D) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"Alternative Reference Rate" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in Sterling and of a comparable duration to the Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Reference Rate;

"Benchmark Event" means:

- (A) the Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the Reference Rate that it has ceased, or will cease, publishing the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate has been or will be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Notes; or
- (E) a public statement by the supervisor of the administrator of the Reference Rate that, in the view of such supervisor, the Reference Rate is no longer representative of an underlying market; or
- (F) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholders or Couponholders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal Act) 2018, if applicable);

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

"Relevant Nominating Body" means, in respect of a reference rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

"Successor Rate" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate (for the avoidance of doubt, whether or not the Reference

Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

3. Condition 17 (*Meetings of Noteholders; Modification and Waiver; Substitution*) shall be amended as follows:

- 3.1 The following paragraph shall be added before the last paragraph of Condition 17(B) (*Meetings of Noteholders; Modification and Waiver; Substitution - Modification and waiver*):

In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 6(J) (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 6(J) (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders or Couponholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to the Trust Deed, the Agency Agreement and these Conditions are required in order to give effect to Condition 6(J) (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

Amendments to the Trust Deed of the 2025 Senior Notes

1. The following paragraph shall be added at the end of Clause 8.2 (*Waiver, Modifications and Substitution - Modifications*):

(C) In addition, the Trustee shall be obliged to consent to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 6(J) (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 6(J) (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders or Couponholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to this Trust Deed, the Agency Agreement and the Conditions are required in order to give effect to Condition 6(J) (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

2. Paragraph (A) in the definition of "Reserved Matter" in Schedule 4 (*Provisions for Meetings of Noteholders*) shall be deleted and replaced with the following:

(A) other than a change expressly permitted to be made without the consent of Noteholders or Couponholders pursuant to the Conditions, to reduce or cancel the amount of principal, or the rate of interest payable, in respect of the Notes or, where applicable, to modify, except where such modification is in the opinion of the Trustee bound to result in an increase, of the method of calculating the amount payable, or to modify the date of payment, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Notes;

PART 2

2026 Senior Notes

£350,000,000 3.375 per cent. Fixed Rate Reset Callable Senior Notes due 24 April 2026 under the
£10,000,000,000 Global Medium Term Note Programme – ISIN XS1813150247

Amendments to the 2026 Senior Notes Final Terms

1. Paragraph 15(viii)(b) (*Reset Note Provisions*) of the 2026 Senior Notes Final Terms shall be deleted and replaced with the following:
 - (viii)(b) Mid-Swap Floating Leg Benchmark Rate: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, LIBOR or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, SONIA
2. Paragraph 15(viii)(c) (*Reset Note Provisions*) of the 2026 Senior Notes Final Terms shall be deleted and replaced with the following:
 - (viii)(c) Relevant Screen Page: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, BPSW1 CMPN or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, Bloomberg screen page BPISDS01 Index
3. Paragraph 15(xi) (*Reset Note Provisions*) of the 2026 Senior Notes Final Terms shall be deleted and replaced with the following:
 - (xi) Day Count Fraction: (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, Actual/Actual (ICMA) or (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, Actual/365 (Fixed)

Amendments to the Conditions of the 2026 Senior Notes

1. Condition 2(a) (*Definitions and Interpretation – Definitions*) shall be amended as follows:
 - 1.1 The following definitions shall be added in the appropriate places in alphabetical order:

"Adjustment Rate" means, subject as provided below, the adjustment rate that is to apply in respect of the First Reset Date if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the Reset Determination Date, being the rate specified on Bloomberg screen page "SBP0006M Index", or any successor page, as calculated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) in relation to Sterling LIBOR in such tenor on the date such Index Cessation Event occurs, **provided that** if, in relation to the First Reset Date (i) the Mid-Swap Floating Leg Benchmark Rate is SONIA and (ii) no Mid-Market Swap Rate Quotations are provided on the relevant Reset Determination Date, where applicable, and therefore the First Reset Rate of Interest is the Initial Rate of Interest, then the Adjustment Rate in respect of such First Reset Date shall be deemed to be 0 per cent.

"Index Cessation Event" means an Index Cessation Event as defined in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time, and, for the purposes of these Conditions and the definition of "Index Cessation Event" therein, the "Applicable Rate" as used therein is six-month Sterling LIBOR.

The Issuer shall notify the Calculation Agent of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter.

"SONIA" means the Sterling Overnight Index Average.

- 1.2 The definition for "First Reset Rate of Interest" shall be deleted and replaced with the following definition, in the appropriate place in alphabetical order:

"First Reset Rate of Interest" means, in respect of the First Reset Period and subject to Condition 6(d) (*Reset Note Provisions - Fallbacks*), (i) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the First Margin and (B) the relevant Reset Reference Rate; and (ii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the First Margin, (B) the relevant Reset Reference Rate, converted by the Calculation Agent from an annual rate into a semi-annual rate in accordance with the instructions of the Issuer and (C) the Adjustment Rate, provided that such sum (a semi-annual rate) shall be converted by the Calculation Agent to an annual rate in accordance with the instructions of the Issuer;

2. Condition 7 (*Floating Rate Note Provisions*) shall be amended as follows:

- 2.1 Condition 7A (*Benchmark Replacement*) shall be deleted and replaced with the following:

7A Benchmark Replacement

In addition to and notwithstanding the provisions above in Condition 6 (*Reset Note Provisions*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Rate of Interest (or the relevant component part thereof) remains to be determined by reference to LIBOR (if an Index Cessation Event has not occurred prior to such determination) or SONIA, as applicable, then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Reset Determination Date relating to the Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be used in place of the Reference Rate as a component part for determining the relevant Mid-Swap Floating Leg Benchmark Rate for the Reset Period (subject to adjustment as provided in, this Condition 7A (*Benchmark Replacement*)); **provided, however, that** if sub-paragraph (ii) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the Reset Determination Date, the Rate of Interest applicable to the Reset Period shall be the Initial Rate of Interest;
- (iv) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference

Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable); **provided, however, that** if the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the Reset Determination Date relating to the Reset Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

- (v) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Day, Reset Determination Date, Reset Determination Time and/or the definition of the relevant Mid-Swap Floating Leg Benchmark Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee, the Principal Paying Agent and the Calculation Agent shall, at the direction and expense of the Issuer, but subject to receipt by the Trustee of the certificate referred to in sub-paragraph (vi) below, without the requirement for any consent or approval of the Noteholders, effect such amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 7A (*Benchmark Replacement*) (such amendments, the "Benchmark Amendments"), **provided that** the Trustee shall not be obliged so to concur if in the opinion of the Trustee, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed); and
- (vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable), any Benchmark Amendment and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent, the Calculation Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any Benchmark Amendments.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer:

- (A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, Alternative Reference Rate and, (iii) where applicable, the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7A; and
- (B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate or Alternative Reference Rate, as the case may be.

The Trustee shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Reference Rate (as applicable) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Reference Rate (as applicable) and the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders,

provided that the determination of any Successor Rate or Alternative Reference Rate or Adjustment Spread, and any other related changes to the Notes, shall be made in accordance with

the relevant Capital Regulations (if applicable) and shall not prejudice the qualification of the Senior Notes as eligible liabilities for the purposes of the Capital Regulations.

For the purposes of this Condition 7A (*Benchmark Replacement*):

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the Mid-Swap Floating Leg Benchmark Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is recommended in relation to the replacement of the Mid-Swap Floating Leg Benchmark Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Mid-Swap Floating Leg Benchmark Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Issuer following consultation with the Independent Adviser (if any) and acting in good faith, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Mid-Swap Floating Leg Benchmark Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (iv) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"Alternative Reference Rate" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the Mid-Swap Floating Leg Benchmark Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in sterling and of a comparable duration to the Reset Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Mid-Swap Floating Leg Benchmark Rate;

"Benchmark Event" means:

- (i) the Mid-Swap Floating Leg Benchmark Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the Mid-Swap Floating Leg Benchmark Rate that it has ceased, or will cease, publishing the Mid-Swap Floating Leg Benchmark Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Mid-Swap Floating Leg Benchmark Rate); or
- (iii) a public statement by the supervisor of the administrator of the Mid-Swap Floating Leg Benchmark Rate that the Mid-Swap Floating Leg Benchmark Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Mid-Swap Floating Leg Benchmark Rate as a consequence of which the Mid-Swap Floating Leg Benchmark Rate

will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Notes; or

- (v) a public statement by the supervisor of the administrator of the Mid-Swap Floating Leg Benchmark Rate that, in the view of such supervisor, the Mid-Swap Floating Leg Benchmark Rate is no longer representative of an underlying market; or
- (vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholders using the Mid-Swap Floating Leg Benchmark Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal Act) 2018, if applicable);

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

"Relevant Nominating Body" means, in respect of a reference rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

"Successor Rate" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Mid-Swap Floating Leg Benchmark Rate (for the avoidance of doubt, whether or not the Mid-Swap Floating Leg Benchmark Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

3. Condition 18 (*Meetings of Noteholders; Modification and Waiver; Substitution*) shall be amended as follows:

3.1 The following paragraph shall be added before the last paragraph of Condition 18(b) (*Meetings of Noteholders; Modification and Waiver; Substitution – Modification and waiver*):

In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 7A (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 7A (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders. Such consent shall be subject to the receipt by the Trustee of the certificate signed by two Authorised Signatories of the Issuer referred to in Condition 7A(vi), and the Trustee shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence of the matter confirmed and certified therein.

Amendments to the Trust Deed of the 2026 Senior Notes

- 1. The following paragraph shall be added at the end of Clause 8.2 (*Amendments and Substitution – Modifications*):
- 2. In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 7A (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 7A (*Benchmark*

Replacement) without the requirement for the consent or sanction of the Noteholders. Such consent shall be subject to the receipt by the Trustee of the certificate signed by two Authorised Signatories of the Issuer referred to in Condition 7A(vi) and the Trustee shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence of the matter confirmed and certified therein.

3. Paragraph (a) in the definition of "Reserved Matter" in Schedule 4 (*Provisions for Meetings of Noteholders*) shall be deleted and replaced with the following:
 - (a) other than a change expressly permitted to be made without the consent of Noteholders pursuant to the Conditions, to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;

PART 3

8% AT1 Notes

£450,000,000 8 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes – ISIN XS1346644799

Amendments to the Conditions of the 8% AT1 Notes

1. Condition 6 (*Interest*) shall be amended as follows:

1.1 Condition 6(d)(i) (*Interest – Reset Interest Rate*) shall be deleted and replaced with the following:

6(d)(i) *Reset Interest Rate*

- (i) The "**Reset Interest Rate**" in respect of any Reset Period will be the sum of (i) the applicable 5-year Mid-Swap Rate in relation to that Reset Period, (ii) the Margin and (iii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the Adjustment Rate, determined by the Agent Bank in accordance with the instructions of the Issuer, rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded down).

The Issuer shall notify the Agent Bank of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter.

1.2 Condition 6(d)(ii) shall be amended as follows:

- (1) The definition for "5-year Mid-Swap Rate" shall be deleted and replaced with the following definition, in the appropriate place in alphabetical order:

"**5-year Mid-Swap Rate**" means (A) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (LIBOR) or (B) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (SONIA), in each case subject to Condition 6(h) (*Benchmark Replacement*).

- (2) The definition for "**5-year Mid-Swap Rate Quotations**" shall be deleted.

- (3) The definition for "**Day Count Fraction**" shall be deleted and replaced with the following definition, in the appropriate place in alphabetical order:

"**Day Count Fraction**" means:

- (A) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (LIBOR) in respect of any Calculation Period, the number of days in the Calculation Period, divided by the product of (1) the number of days in the Regular Period in which the Calculation Period falls and (2) two;

- (B) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (SONIA) in respect of any Calculation Period, the actual number of days in the Calculation Period divided by 365.

1.3 The following provision shall be included as a new Condition 6(h):

6(h) *Benchmark Replacement*

In addition to and notwithstanding the provisions above in this Condition 6 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Reset Interest Rate (or the relevant component part thereof) remains to be determined by reference to LIBOR (if an Index Cessation Event has not occurred prior to such determination) or SONIA, as applicable (the "**Reference Rate**"), then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Interest Rate (or the relevant component part thereof) applicable to the Securities;
- (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be used in place of the Reference Rate as a component part for determining the relevant 5-year Mid-Swap Rate in respect of each of the future Reset Dates (subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(h) (*Interest – Benchmark Replacement*)); **provided, however, that** if sub-paragraph (ii) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Reset Interest Rate last determined in relation to the Securities in respect of the preceding Reset Date (or alternatively, if there has not been a first Reset Date, the rate of interest shall be the Initial Interest Rate); for the avoidance of doubt, the proviso in this sub-paragraph (iii) shall apply to the relevant Reset Date only and any subsequent Reset Dates are subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(h) (*Interest – Benchmark Replacement*);
- (iv) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable) **provided, however, that** if the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the Reset Determination Date relating to the next succeeding Reset Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread; for the avoidance of doubt, the proviso in this sub-paragraph (iv) shall apply to the relevant Reset Period only and any subsequent Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(h) (*Benchmark Replacement*);
- (v) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Screen Page, Relevant Screen Page (SONIA), Business Day Convention, Business Day, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or 5-year Mid-Swap Rate applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee, the Principal Paying Agent and the Agent Bank shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 6(h)

(Interest – Benchmark Replacement). Holder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Principal Paying Agent or the Agent Bank (if required); and

- (vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent, the Agent Bank and the Holders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions,

provided that the determination of any Successor Rate or Alternative Reference Rate or Adjustment Spread, and any other related changes to the Securities, shall be made in accordance with relevant Capital Regulations (if applicable) and shall not prejudice the then current capital or eligible liabilities qualification of the Securities, as applicable, in each case for the purposes of and in accordance with the Capital Regulations.

For the purposes of this Condition 6(h) *(Interest – Benchmark Replacement)*:

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (C) if no such customary market usage is recognised or acknowledged, the Issuer following consultation with the Independent Adviser (if any) and acting in good faith, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (D) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"Alternative Reference Rate" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in Sterling and of a five year duration or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Reference Rate;

"Benchmark Event" means:

- (A) the Reference Rate has ceased to be published on the Screen Page or Relevant Screen Page (SONIA), as applicable, as a result of such benchmark ceasing to be calculated or administered; or

- (B) a public statement by the administrator of the Reference Rate that it has ceased, or will cease, publishing the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate has been or will be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Securities; or
- (E) a public statement by the supervisor of the administrator of the Reference Rate that, in the view of such supervisor, the Reference Rate is no longer representative of an underlying market; or
- (F) it has or will become unlawful for the Agent Bank or the Issuer to calculate any payments due to be made to any Holders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal Act) 2018, if applicable);

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

"Relevant Nominating Body" means, in respect of a reference rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

"Successor Rate" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate (for the avoidance of doubt, whether or not the Reference Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

2. Condition 16 (*Meetings of Noteholders, Modification and Waivers*) shall be amended as follows:
 - 2.1 The following paragraph shall be added at the end of Condition 16(b) (*Meetings of Noteholders, Modification and Waivers – Modification, authorisation, waiver*):

In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 6(h) (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 6(h) (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to the Trust Deed, the Agency Agreement and these Conditions are required in order to give effect to Condition 6(h) (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 21(a) (*Definitions – Definitions*) shall be amended as follows:

3.1 The definition for "**5-year Mid-Swap Rate Quotations**" shall be deleted.

3.2 The following definitions will be added in the appropriate places in alphabetical order:

"5-year Mid-Swap Rate (LIBOR)" means in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

- (A) the semi-annual mid-swap rate with a term of five years which appears on the Screen Page as at 11:00 a.m. (London time) on such Reset Determination Date; or
- (B) if such rate does not appear on the Screen Page at such time on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date;

"5-year Mid-Swap Rate (SONIA)" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

- (A) the annual sterling mid-market swap rate with a term of five years where the floating leg pays daily compounded SONIA annually, which is calculated and published by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate), appearing on Bloomberg screen page BPISDS05 Index (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Bloomberg) (the "**Relevant Screen Page (SONIA)**") at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Agent Bank which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer; or
- (B) if such swap rate does not appear on the Relevant Screen Page (SONIA) at such time on such Reset Determination Date (in circumstances other than those in which Condition 6(h) (*Benchmark Replacement*) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date.

"5-year Mid-Swap Rate Quotations (LIBOR)" means the arithmetic mean of the bid and ask rates for the semi-annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating Sterling interest rate swap which:

- (A) has a term of five years commencing on the relevant Reset Date;
- (B) is in an amount that is representative of a single transaction in the relevant market at the relevant time (a "**Representative Amount**") with an acknowledged dealer of good credit in the swap market; and
- (C) has a floating leg (calculated on an Actual/365 (Fixed) day count basis) based on the rates at which deposits in sterling are offered by the Reset Reference Banks to prime banks in the London interbank market for a six month period commencing on the relevant Reset Date in a Representative Amount;

"5-year Mid-Swap Rate Quotations (SONIA)" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating sterling interest rate swap transaction which: (i) has a term of five years commencing on the applicable Reset Date; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (iii) has a floating leg based on the overnight SONIA rate compounded for 12-months (calculated on an Actual/365 (Fixed) day count basis), subject to Condition 6(h) (*Benchmark Replacement*).

"Adjustment Rate" means, subject as provided below, the adjustment rate that is to apply in respect of any Reset Date if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, being the rate specified on Bloomberg screen page "SBP0006M Index", or any successor page, as calculated by Bloomberg

Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) in relation to Sterling LIBOR in such tenor on the date such Index Cessation Event occurs, **provided that** if, in relation to any Reset Date (i) the 5-year Mid-Swap Rate is 5-year Mid-Swap Rate (SONIA) and (ii) no Five-year Mid-Swap Rate Quotations (SONIA) are provided on the relevant Reset Determination Date, where applicable, and therefore the Reset Reference Bank Rate (SONIA) is either (a) 1.75 per cent. per annum or (b) the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date is 5-year Mid-Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent.

"Capital Regulations" means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity for credit institutions of either (A) the Competent Authority and/or (B) any other national or European authority, in each case then in effect in the United Kingdom (or in such other jurisdiction in which the Issuer may be organised or domiciled) and applicable to the Group.

"Index Cessation Event" means an Index Cessation Event as defined in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time, and, for the purposes of these Conditions and the definition of "Index Cessation Event" therein, the "Applicable Rate" as used therein is six-month Sterling LIBOR.

"LIBOR" means London Inter Bank Offered Rate.

"Reset Reference Bank Rate (SONIA)" means, in relation to a Reset Date and the Reset Determination Date in relation to such Reset Date, the percentage rate determined by the Agent Bank on the basis of the Five-year Mid-Swap Rate Quotations (SONIA) provided by each of four major banks in the sterling swap rate market (which banks shall be selected by the Issuer (using all reasonable efforts and on the advice of an investment bank of international repute)) (the **"Reference Banks (SONIA)"**) at approximately 11.00 a.m. (London time) on the relevant Reset Determination Date, which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer, and rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded upwards). If at least three Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA), eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA). If only one Five-year Mid-Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If no Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be (i) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of the Reset Date falling on 8 December 2022, 1.75 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 8 December 2022, the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date.

Amendments to the Trust Deed of the 8% AT1 Notes

1. The following paragraph shall be added at the end of Clause 7.2 (*Amendment: Modifications*):

In addition, the Trustee shall be obliged to consent to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 6(h) (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 6(h) (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to this Trust Deed, the Agency Agreement and the Conditions are required in order to give effect to Condition 6(h) (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

2. Paragraph (b) in the definition of "Reserved Matter" in Schedule 3 (*Provisions for Meetings of Noteholders*) shall be deleted and replaced with the following:

- (b) other than a change expressly permitted to be made without the consent of Noteholders pursuant to the Conditions, to change any Interest Payment Date or any optional redemption date, to reduce the amount of interest payable in respect of the Notes, to reduce the principal amount of the Notes, or to alter the method of calculating any interest in respect of the Notes;

PART 4

8.750% AT1 Notes

£230,000,000 Fixed Rate Resetable Additional Tier 1 Securities – ISIN XS1516312409

Amendments to the Conditions of the 8.750% AT1 Notes

1. Condition 5 (*Interest*) shall be amended as follows:
 - 1.1 Condition 5.3 (*Calculation of interest*) shall be deleted and replaced with the following:

5.3 Calculation of interest

Where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (LIBOR) and interest is required to be calculated in respect of any period, the relevant day-count fraction (the "**LIBOR Day-Count Fraction**") shall be calculated on the basis of (a) the actual number of days in the period from and including the Accrual Date to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date multiplied by two.

Where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (SONIA) and interest is required to be calculated in respect of any period, the relevant day-count fraction (the "**SONIA Day-Count Fraction**") shall be calculated on the basis of (a) the actual number of days in the period from and including the Accrual Date to but excluding the date on which it falls due divided by (b) 365.

Interest in respect of any Security shall be calculated per Calculation Amount. The amount of interest payable (subject to Conditions 3.2, 5.1, 5.9 and 8.1(a)) in respect of a Security for a relevant period shall be calculated by (i) determining the product of the Calculation Amount, the relevant Interest Rate and the Day-Count Fraction for the relevant period, (ii) rounding the resultant figure to the nearest penny (half a penny being rounded upwards) and (iii) multiplying that rounded figure by a fraction the numerator of which is the principal amount of such Security and the denominator of which is the Calculation Amount.

Subject to Conditions 3.2, 5.1, 5.9 and 8.1(a), the Interest Amount payable for each Interest Period commencing prior to the First Reset Date will (if paid in full) amount to £43.75 per Calculation Amount.

"**Accrual Date**" means the date from which interest begins to accrue;

"**Day Count Fraction**" means:

- (i) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (LIBOR), the LIBOR Day Count Fraction; and
- (ii) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (SONIA), the SONIA Day Count Fraction.

- 1.2 Condition 5.4(a) shall be deleted and replaced with the following:

5.4(a)

The "**Reset Interest Rate**" in respect of any Reset Period will be the sum of (i) the applicable 5-year Mid-Swap Rate in relation to that Reset Period, (ii) the Margin and (iii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the Adjustment Rate, determined by the Agent Bank in accordance with the instructions of the Issuer rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded down).

The Issuer shall notify the Agent Bank of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter.

1.3 Condition 5.4(b) shall be deleted and replaced with the following:

5.4(b)

In these Conditions (except where otherwise defined), the expression 5-year Mid-Swap Rate means (A) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (LIBOR) or (B) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (SONIA), in each case subject to Condition 5.10 (*Benchmark Replacement*).

1.4 The following provision shall be included as a new Condition 5.10:

5.10 Benchmark Replacement

In addition to and notwithstanding the provisions above in this Condition 5 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Reset Interest Rate (or the relevant component part thereof) remains to be determined by reference to LIBOR (if an Index Cessation Event has not occurred prior to such determination) or SONIA, as applicable (the "**Reference Rate**"), then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Interest Rate (or the relevant component part thereof) applicable to the Securities;
- (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be used in place of the Reference Rate as a component part for determining the relevant 5-year Mid-Swap Rate in respect of each of the future Reset Dates (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*Interest – Benchmark Replacement*)); **provided, however, that** if sub-paragraph (ii) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Reset Interest Rate last determined in relation to the Securities in respect of the preceding Reset Date (or alternatively, if there has not been a first Reset Date, the rate of interest shall be the Initial Interest Rate); for the avoidance of doubt, the proviso in this sub-paragraph (iii) shall apply to the relevant Reset Date only and any subsequent Reset Dates are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*Interest – Benchmark Replacement*);
- (iv) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable) **provided, however,**

that if the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the Reset Determination Date relating to the next succeeding Reset Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread; for the avoidance of doubt, the proviso in this sub-paragraph (iv) shall apply to the relevant Reset Period only and any subsequent Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*Benchmark Replacement*);

- (v) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Screen Page, Relevant Screen Page (SONIA), Business Day Convention, Business Day, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or 5-year Mid-Swap Rate applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee, the Principal Paying Agent and the Agent Bank shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5.10 (*Interest – Benchmark Replacement*). Securityholder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Principal Paying Agent or the Agent Bank (if required); and
- (vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent, the Agent Bank and the Securityholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions,

provided that the determination of any Successor Rate or Alternative Reference Rate or Adjustment Spread, and any other related changes to the Securities, shall be made in accordance with the relevant Capital Regulations (if applicable) and shall not prejudice the then current capital or eligible liabilities qualification of the Securities, as applicable, in each case for the purposes of and in accordance with the Capital Regulations.

For the purposes of this Condition 5.10 (*Interest – Benchmark Replacement*):

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Securityholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or

- (C) if no such customary market usage is recognised or acknowledged, the Issuer following consultation with the Independent Adviser (if any) and acting in good faith, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (D) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"**Alternative Reference Rate**" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in Sterling and of a five year duration or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Reference Rate;

"**Benchmark Event**" means:

- (A) the Reference Rate has ceased to be published on the Screen Page or Relevant Screen Page (SONIA), as applicable, as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the Reference Rate that it has ceased, or will cease, publishing the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate has been or will be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Securities; or
- (E) a public statement by the supervisor of the administrator of the Reference Rate that, in the view of such supervisor, the Reference Rate is no longer representative of an underlying market; or
- (F) it has or will become unlawful for the Agent Bank or the Issuer to calculate any payments due to be made to any Securityholders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal Act) 2018, if applicable);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

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

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory

authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate (for the avoidance of doubt, whether or not the Reference Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

2. Condition 14.2 (*Modification and waiver*) shall be amended as follows:

2.1 The following provision shall be included as a new Condition 14.2(c):

14.2(c)

In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 5.10 (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 5.10 (*Benchmark Replacement*) without the requirement for the consent or sanction of the Securityholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to the Trust Deed, the Agency Agreement and these Conditions are required in order to give effect to Condition 5.10 (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 20 (*Definitions*) shall be amended as follows:

3.1 The definition for "**5-year Mid-Swap Rate Quotations**" shall be deleted.

3.2 The following definitions will be added in the appropriate places in alphabetical order:

"**5-year Mid-Swap Rate (LIBOR)**" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

(A) the semi-annual mid-swap rate with a term of five years which appears on the Screen Page as of 11:00 a.m. (London time) on such Reset Determination Date; or

(B) if such rate does not appear on the Screen Page at such time on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date;

"**5-year Mid-Swap Rate (SONIA)**" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

(A) the annual sterling mid-market swap rate with a term of five years where the floating leg pays daily compounded SONIA annually, which is calculated and published by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate), appearing on Bloomberg screen page BPISDS05 Index (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Bloomberg) (the "**Relevant Screen Page (SONIA)**") at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Agent Bank which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer; or

(B) if such swap rate does not appear on the Relevant Screen Page (SONIA) at such time on such Reset Determination Date (in circumstances other than those in which Condition 5.10 (*Benchmark Replacement*) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date.

"**5-year Mid-Swap Rate Quotations (LIBOR)**" means the arithmetic mean of the bid and ask rates for the semi-annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating Sterling interest rate swap which:

- (A) has a term of five years commencing on the relevant Reset Date;
- (B) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and
- (C) has a floating leg based on 6-month LIBOR rate (calculated on an Actual/365 (Fixed) day count basis).

"5-year Mid-Swap Rate Quotations (SONIA)" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating sterling interest rate swap transaction which: (i) has a term of five years commencing on the applicable Reset Date; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (iii) has a floating leg based on the overnight SONIA rate compounded for 12-months (calculated on an Actual/365 (Fixed) day count basis), subject to Condition 5.10 (*Benchmark Replacement*).

"Adjustment Rate" means, subject as provided below, the adjustment rate that is to apply in respect of any Reset Date if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, being the rate specified on Bloomberg screen "**SBP0006M Index**", or any successor page, as calculated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) in relation to Sterling LIBOR in such tenor on the date such Index Cessation Event occurs, **provided that** if, in relation to any Reset Date, (i) the 5-year Mid-Swap Rate is 5-year Mid-Swap Rate (SONIA) and (ii) no Five-year Mid-Swap Rate Quotations (SONIA) are provided on the relevant Reset Determination Date, where applicable, and therefore the Reset Reference Bank Rate (SONIA) is either (a) 0.82 per cent. per annum or (b) the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date is 5-year Mid-Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent.

"Capital Regulations" means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity for credit institutions of either (A) the Supervisory Authority and/or (B) any other national or European authority, in each case then in effect in the United Kingdom (or in such other jurisdiction in which the Issuer may be organised or domiciled) and applicable to the Issuer Group.

"Index Cessation Event" means an Index Cessation Event as defined in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time, and, for the purposes of these Conditions and the definition of "**Index Cessation Event**" therein, the "**Applicable Rate**" as used therein is six-month Sterling LIBOR.

"LIBOR" means London Inter Bank Offered Rate.

"Reset Reference Bank Rate (SONIA)" means, in relation to a Reset Date and the Reset Determination Date in relation to such Reset Date, the percentage rate determined by the Agent Bank on the basis of the Five-year Mid-Swap Rate Quotations (SONIA) provided by each of four major banks in the sterling swap rate market (which banks shall be selected by the Issuer (using all reasonable efforts and on the advice of an investment bank of international repute)) (the "**Reference Banks (SONIA)**") at approximately 11.00 a.m. (London time) on the relevant Reset Determination Date, which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer, and rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded upwards). If at least three Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA), eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA). If only one Five-year Mid-Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If no Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be (i) in

respect of the Reset Reference Bank Rate (SONIA) determined in respect of the Reset Date falling on 10 November 2021, 0.82 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 10 November 2021, the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date.

Amendments to the Trust Deed of the 8.750% AT1 Notes

1. The following paragraph shall be added at the end of Clause 14.1 (*Modification and Substitution - Modification*):

In addition, the Trustee shall be obliged to consent to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 5.10 (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 5.10 (*Benchmark Replacement*) without the requirement for the consent or sanction of the Securityholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to this Trust Deed, the Agency Agreement and the Conditions are required in order to give effect to Condition 5.10 (*Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

2. Paragraphs (i) to (iii) in the definition of "Reserved Matter" set out in paragraph 3 in Schedule 3 (*Provisions for Meetings of Securityholders*) shall be deleted and replaced with the following:
 - (i) other than a change expressly permitted to be made without the consent of Securityholders pursuant to the Conditions, amending any date of optional redemption of the Securities or any date for payment of interest on the Securities;
 - (ii) reducing or cancelling the principal amount of the Securities;
 - (iii) other than a change expressly permitted to be made without the consent of Securityholders pursuant to the Conditions, reducing the rate or rates of interest in respect of the Securities or varying the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the amounts of any interest in respect of the Securities;