

## NOTICE OF HOLDER ADJOURNED MEETINGS

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

**FOR DISTRIBUTION ONLY OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN "U.S. PERSONS" (AS DEFINED IN REGULATION S 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.**

**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 ISSUED BY THE ISSUER AND BARCLAYS BANK PLC ON 23 NOVEMBER 2020 (THE "CONSENT SOLICITATION MEMORANDUM"), AND ELIGIBLE HOLDERS (AS DEFINED BELOW) ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.**

### **BARCLAYS PLC**

*(Incorporated with limited liability in England and Wales, registered number 00048839)  
(the "Issuer")*

#### **NOTICE OF SEPARATE HOLDER ADJOURNED MEETINGS**

to all holders of the outstanding securities of the Issuer listed below

- £1,000,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) ISIN: XS1274156097**
- U.S.\$1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) ISIN: XS1481041587**
- £1,250,000,000 7.250 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2023 and Every Five Years Thereafter) ISIN: XS1571333811**
- £1,250,000,000 5.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2024 and Every Five Years Thereafter) ISIN: XS1658012023**

(each a "Series" and together the "Securities", and the holders thereof, the "Holders")

NOTICE IS HEREBY GIVEN to the Holders of each Series of Securities that, following the adjournment of each separate meeting held on 16 December 2020 due to lack of quorum in respect of the USD 7.875% AT1 Securities, Sterling 7.250% AT1 Securities and Sterling 5.875% AT1 Securities and the Eligibility Condition not being satisfied in respect of the Sterling 7.875% AT1 Securities, separate adjourned meetings of the Holders of each Series (each a "**Meeting**" and together, the "**Meetings**") will be held by teleconference platform on 31 December 2020 (in respect of each of the Sterling AT1 Securities) and on 15 January 2021 (in respect of the USD 7.875% AT1 Securities) 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 Securities.

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 adjourned Meetings at a physical location. Accordingly, in accordance with the provisions of the relevant Trust Deed, the Issuer has requested that the Trustee prescribe appropriate regulations regarding the holding of the adjourned Meetings via teleconference.

The adjourned Meeting in respect of the:

- (i) Sterling 7.875% AT1 Securities will commence at 10.00 a.m. (London time) (11.00 a.m. CET) on 31 December 2020;
- (ii) Sterling 7.250% AT1 Securities will commence at 10.15 a.m. (London time) (11.15 a.m. CET) or after the completion of the Sterling 7.875% AT1 Securities Meeting (whichever is later) on 31 December 2020;
- (iii) Sterling 5.875% AT1 Securities will commence at 10.30 a.m. (London time) (11.30 a.m. CET) or after the completion of the Sterling 7.250% AT1 Securities Meeting (whichever is later) on 31 December 2020; and
- (iv) USD 7.875% AT1 Securities will commence at 12.00 p.m. (London time) (1.00 p.m. CET) on 15 January 2021.

**Instructions submitted prior to the time and date of this announcement and in accordance with the Consent Solicitation Memorandum shall remain effective. Any Holder may elect to revoke any Consent Instruction or Ineligible Holder Instructions (as applicable) previously submitted in respect of the relevant Consent Solicitation provided such revocation is validly made and received by the Tabulation Agent and the Principal Paying Agent on or prior to the relevant Adjourned Expiration Deadline (as defined below).**

Capitalised terms used in this notice and not otherwise defined herein shall have the meanings given to them in 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 relevant adjourned Meeting (see "*Documents Available for Inspection*" below). In accordance with normal practice, the Trustee, the Tabulation Agent, the Principal Paying Agent and the Registrar 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 Registrar, 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 Registrar 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 Registrar 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 Registrar 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 Securities have exposure to LIBOR beyond 2021, the Issuer has convened the adjourned 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 31 December 2020 (in respect of each of the Sterling AT1 Securities) and on or around 15 January 2021 (in respect of the USD 7.875% AT1 Securities)).

*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)<sup>1</sup> (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 2019<sup>2</sup> 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 Securities 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 Securities 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 Securities.

## PROPOSALS

Pursuant to this Notice, the Issuer gives notice that separate adjourned Meetings will be convened on 31 December 2020 (in respect of each of the Sterling AT1 Securities) and 15 January 2021 (in respect of the USD 7.875% AT1 Securities) 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 Sterling AT1 Securities, (i) upon the occurrence of an Index Cessation Event in respect of six-month sterling LIBOR: (a) the LIBOR linked mid-swap rate is replaced by a 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 the ISDA IBOR Fallback Supplement) and (c) the margin applicable to each such Series of Securities 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); or

(B) in the case of the USD 7.875% AT1 Securities, (i) upon the occurrence of an Index Cessation Event in respect of six-month U.S. dollar LIBOR: (a) the LIBOR linked mid-swap rate is replaced by an interest basis determined by reference to a U.S. Treasury Rate; (b) an adjustment is made to reflect the economic difference between a LIBOR linked mid-swap rate and U.S. Treasury Rates; (c) the margin applicable to such Series remains unaltered; (ii) new fallbacks relating to U.S. Treasury rates are included; and (iii) further new fallbacks are included if a

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

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

Benchmark Event occurs or there is a Successor Rate with respect to LIBOR (if the relevant Index Cessation Event has not occurred).

If any of the Sterling AT1 Securities Proposed Amendments and/or the USD 7.875% AT1 Securities Proposed Amendments are implemented in respect of such Series, the relevant LIBOR linked mid-swap rate 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 (or six-month U.S. dollar LIBOR, in the case of the USD 7.875% AT1 Securities) 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 (or six-month U.S. dollar LIBOR, in the case of the USD 7.875% AT1 Securities) 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 six-month U.S. dollar LIBOR, in the case of the USD 7.875% AT1 Securities) or before six-month sterling LIBOR (or six-month U.S. dollar LIBOR, in the case of the USD 7.875% AT1 Securities) 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 Securities, 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.

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 Securities of each Series (each such invitation a "**Consent Solicitation**") to consent, by voting in favour of the Extraordinary Resolution at the relevant adjourned 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 MiFID II) 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 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 £1,000,000,000 7.875 PER CENT. FIXED RATE RESETTING PERPETUAL  
SUBORDINATED CONTINGENT CONVERTIBLE SECURITIES (CALLABLE 2022 AND EVERY  
FIVE YEARS THEREAFTER) (ISIN: XS1274156097)**

"THAT this Meeting of the holders (together, the "**Sterling 7.875% AT1 Holders**") of the presently outstanding £1,000,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) (the "**Sterling 7.875% AT1 Securities**") of Barclays PLC (the "**Issuer**"), constituted by the trust deed dated 11 August 2015 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") as trustee for the Sterling 7.875% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the Sterling AT1 Securities Proposed Amendments in respect of the Sterling 7.875% AT1 Securities (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 and of the terms and conditions of the Sterling 7.875% AT1 Securities (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 Sterling 7.875% AT1 Securities (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 Sterling 7.875% AT1 Securities or any Transaction Document 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 Sterling 7.875% 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 Sterling 7.875% AT1 Holders further confirm that the Sterling 7.875% 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 Sterling 7.875% AT1 Holders appertaining to the Sterling 7.875% AT1 Securities 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 Sterling 7.875% AT1 Securities or any Transaction Document 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 Sterling 7.875% AT1 Holders, irrespective of any participation at this Meeting by Ineligible Sterling 7.875% 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 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 persons present holding Securities or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the Sterling 7.875% AT1 Securities 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 Sterling 7.875% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible Sterling 7.875% 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 Sterling 7.875% AT1 Securities 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 Sterling 7.875% AT1 Holders to consent to the modification of the Conditions relating to the Sterling 7.875% AT1 Securities 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 23 November 2020 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 Sterling 7.875% AT1 Holder**" means each Sterling 7.875% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in MiFID II) 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 Sterling 7.875% AT1 Holder**" means each Sterling 7.875% AT1 Holder who is not an Eligible Sterling 7.875% 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 U.S.\$1,500,000,000 7.875 PER CENT. FIXED RATE RESETTING PERPETUAL  
SUBORDINATED CONTINGENT CONVERTIBLE SECURITIES (CALLABLE 2022 AND EVERY  
FIVE YEARS THEREAFTER) (ISIN: XS1481041587)**

"THAT this Meeting of the holders (together, the "**USD 7.875% AT1 Holders**") of the presently outstanding U.S.\$1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) (the "**USD 7.875% AT1 Securities**") of Barclays PLC (the "**Issuer**"), constituted by the trust deed dated 31 August 2016 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") as trustee for the USD 7.875% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the USD 7.875% AT1 Securities Proposed Amendments (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 and of the terms and conditions of the USD 7.875% AT1 Securities (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 USD 7.875% AT1 Securities (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 USD 7.875% AT1 Securities or any Transaction Document 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 USD 7.875% 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 USD 7.875% AT1 Holders further confirm that the USD 7.875% 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 USD 7.875% AT1 Holders appertaining to the USD 7.875% AT1 Securities 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 USD 7.875% AT1 Securities or any Transaction Document 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 USD 7.875% AT1 Holders, irrespective of any participation at this Meeting by Ineligible USD 7.875% 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 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 persons present holding Securities or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the USD 7.875% AT1 Securities 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 USD 7.875% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible USD 7.875% 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 USD 7.875% AT1 Securities 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 USD 7.875% AT1 Holders to consent to the modification of the Conditions relating to the USD 7.875% AT1 Securities 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 23 November 2020 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 USD 7.875% AT1 Holder"** means each USD 7.875% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in MiFID II) 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 USD 7.875% AT1 Holder"** means each USD 7.875% AT1 Holder who is not an Eligible USD 7.875% 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 £1,250,000,000 7.250 PER CENT. FIXED RATE RESETTING PERPETUAL  
SUBORDINATED CONTINGENT CONVERTIBLE SECURITIES (CALLABLE 2023 AND EVERY  
FIVE YEARS THEREAFTER) (ISIN: XS1571333811)**

"THAT this Meeting of the holders (together, the "**Sterling 7.250% AT1 Holders**") of the presently outstanding £1,250,000,000 7.250 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2023 and Every Five Years Thereafter) (the "**Sterling 7.250% AT1 Securities**") of Barclays PLC (the "**Issuer**"), constituted by the trust deed dated 7 March 2017 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") as trustee for the Sterling 7.250% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the Sterling AT1 Securities Proposed Amendments in respect of the Sterling 7.250% AT1 Securities (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 Sterling 7.250% AT1 Securities (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 Sterling 7.250% AT1 Securities (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 Sterling 7.250% AT1 Securities or any Transaction Document 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 Sterling 7.250% 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 Sterling 7.250% AT1 Holders further confirm that the Sterling 7.250% 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 Sterling 7.250% AT1 Holders appertaining to the Sterling 7.250% AT1 Securities 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 Sterling 7.250% AT1 Securities or any Transaction Document 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 Sterling 7.250% AT1 Holders, irrespective of any participation at this Meeting by Ineligible Sterling 7.250% 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 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 persons present holding Securities or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the Sterling 7.250% AT1 Securities 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 Sterling 7.250% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible Sterling 7.250% 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 Sterling 7.250% AT1 Securities 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 Sterling 7.250% AT1 Holders to consent to the modification of the Conditions relating to the Sterling 7.250% AT1 Securities 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 23 November 2020 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 Sterling 7.250% AT1 Holder"** means each Sterling 7.250% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in MiFID II) 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 Sterling 7.250% AT1 Holder"** means each Sterling 7.250% AT1 Holder who is not an Eligible Sterling 7.250% 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 £1,250,000,000 5.875 PER CENT. FIXED RATE RESETTING PERPETUAL  
SUBORDINATED CONTINGENT CONVERTIBLE SECURITIES (CALLABLE 2024 AND EVERY  
FIVE YEARS THEREAFTER) (ISIN: XS1658012023)**

"THAT this Meeting of the holders (together, the "**Sterling 5.875% AT1 Holders**") of the presently outstanding £1,250,000,000 5.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2024 and Every Five Years Thereafter) (the "**Sterling 5.875% AT1 Securities**") of Barclays PLC (the "**Issuer**"), constituted by the trust deed dated 10 August 2017 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") as trustee for the Sterling 5.875% AT1 Holders:

1. (subject to paragraphs 9 and 10 of this Extraordinary Resolution) assents to and approves the Sterling AT1 Securities Proposed Amendments in respect of the Sterling 5.875% AT1 Securities (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 Sterling 5.875% AT1 Securities (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 Sterling 5.875% AT1 Securities (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 Sterling 5.875% AT1 Securities or any Transaction Document 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 Sterling 5.875% 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 Sterling 5.875% AT1 Holders further confirm that the Sterling 5.875% 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 Sterling 5.875% AT1 Holders appertaining to the Sterling 5.875% AT1 Securities 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 Sterling 5.875% AT1 Securities or any Transaction Document 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 Sterling 5.875% AT1 Holders, irrespective of any participation at this Meeting by Ineligible Sterling 5.875% 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 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 persons present holding Securities or being proxies or representatives and holding or representing in aggregate not less than one-third of the aggregate principal amount outstanding of the Sterling 5.875% AT1 Securities 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 Sterling 5.875% AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible Sterling 5.875% 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 Sterling 5.875% AT1 Securities 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 Sterling 5.875% AT1 Holders to consent to the modification of the Conditions relating to the Sterling 5.875% AT1 Securities 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 23 November 2020 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 Sterling 5.875% AT1 Holder**" means each Sterling 5.875% AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in MiFID II) 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 Sterling 5.875% AT1 Holder**" means each Sterling 5.875% AT1 Holder who is not an Eligible Sterling 5.875% 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 Securities 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 Securities, each such Ineligible Holder Instruction must specify, among other things, the aggregate principal amount of the relevant Securities 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 Securities are held and whether the Ineligible Holder wishes to instruct the Registrar to appoint one or more representatives of the Tabulation Agent to attend the relevant 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 Securities 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 Securities 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 adjourned Meeting.

Only Direct Participants (as defined under "*Voting and Quorum*" below) may submit Ineligible Holder Instructions. Each Beneficial Owner of Securities who is an Ineligible Holder and is not a Direct Participant, must arrange for the Direct Participant through which such Beneficial Owner of Securities who is an Ineligible Holder holds its Securities 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 Registrar, the Tabulation Agent and the Solicitation Agent that at (i) the time of submission of such Ineligible Holder Instruction, (ii) the relevant Adjourned Expiration Deadline (as defined below) and (iii) the time of the relevant 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](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 (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom) or (ii) any similar blocking or anti-boycott law in the European Union or the United Kingdom.

- (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 Registrar, 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 Registrar 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 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 adjourned Meeting, as the case may be, the Securities the subject of the Ineligible Holder Instruction, in the relevant Clearing System and, if it holds its Securities 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 Securities with effect on and from the date thereof so that no transfers of such Securities 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 Registrar 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 Securities 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 adjourned Meeting.

- (m) No information has been provided to it by the Issuer, the Trustee, Principal Paying Agent, the Registrar, 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 Registrar, 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 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 Securities. None of the Issuer, the Solicitation Agent, the Trustee, the Registrar, 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 Securities 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 24 December 2020 (in respect of each of the Sterling AT1 Securities) and 5.00 p.m. (London time) (6.00 p.m. (CET)) on 12 January 2021 (in respect of the USD 7.875% AT1 Securities) (each such time and date, an "Adjourned Expiration Deadline"), by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the Registrar 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 adjourned Meeting, need take no further action to be represented at the relevant adjourned Meeting.*

#### **GENERAL INFORMATION**

**The attention of Holders is particularly drawn to the quorum required for the relevant adjourned Meeting which is set out in paragraph 2 of "Voting and Quorum" below. Having regard to such requirements, Holders are strongly urged either to attend the adjourned Meeting or to take steps to be represented at the adjourned 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 an adjourned Meeting are set out in Schedule 3 to the relevant Trust Deed for all of the Securities, 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 adjourned Meetings.

All of the Securities are represented by a global Security and are held by a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). For the purpose of the adjourned 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 Securities.

A Holder wishing to attend the relevant adjourned Meeting (via teleconference) must produce at the adjourned Meeting a valid form of proxy (or a document to that effect) issued by the Registrar relating to the Securities 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 adjourned Meeting should: (i) in the case of a Beneficial Owner whose Securities 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 Securities 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 Securities are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Holder whose Securities are held in book-entry form directly in the relevant Clearing System), as soon as possible.

2. The quorum at any adjourned Meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons, in the case of all of the Securities, present holding Securities 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 Securities.

In addition, in the event that the quorum required for, and the requisite majority of votes cast at, the relevant adjourned Meeting is satisfied but the Eligibility Condition in respect of such Meeting is not satisfied (or waived), the Extraordinary Resolution will not be implemented.

3. To be passed at the relevant adjourned Meeting, the Extraordinary Resolution requires a majority in favour consisting of at least 75 per cent. of the votes cast.

The question submitted to the relevant adjourned Meeting shall be decided in the first instance by a show of hands (which, as each adjourned 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 adjourned 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 Securities.

In each case, a declaration by the chairman of such adjourned 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 relevant adjourned Meeting, there is only one person present holding or being a proxy or representative and representing or holding the relevant Securities, 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 Security or is a proxy or representative shall have one vote. On a poll, such person shall have one vote in respect of each £1 (in respect of the Sterling AT1 Securities) or US\$1 (in respect of the USD 7.875% AT1 Securities) in aggregate face amount of the outstanding Securities represented or held by such person.
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 adjourned Meeting being satisfied by Eligible Holders, irrespective of any participation at the relevant adjourned Meeting by Ineligible Holders (the "**Eligibility Condition**"),(together, the "**Consent Conditions**").
7. If passed, the Extraordinary Resolution passed at the relevant adjourned 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 adjourned 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**") are available for inspection by Holders, upon request 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 adjourned Meeting and at the relevant adjourned 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 adjourned 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 and (iii) an announcement released through the official notices service of the SIX Swiss Exchange.

## CONTACT INFORMATION

Holders should contact the following for further information:

### **The Solicitation Agent**

Barclays Bank PLC (in its capacity as Solicitation Agent), 5 The North Colonnade, London E14 4BB, United Kingdom

(Attention: Liability Management Group, Telephone: +44 20 3134 8515, Email: [eu.lm@barclays.com](mailto:eu.lm@barclays.com))

### **The Tabulation Agent**

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

(Attention: Arlind Bytyqi, Telephone: +44 20 7704 0880, Email: [barclays@lucid-is.com](mailto:barclays@lucid-is.com))

### **The Principal Paying Agent**

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

(Attention: Conventional Debt Team 1, Email: [corpsov1@bnymellon.com](mailto:corpsov1@bnymellon.com))

### **The Registrar**

The Bank of New York Mellon, SA/NV, Luxembourg Branch, Vertigo Building – Polaris, 2-4 rue Eugène, Ruppert, L-2453 Luxembourg

(Attention: CT Corporate Admin, Email: [LUXMB\\_SPS@bnymellon.com](mailto:LUXMB_SPS@bnymellon.com))

Holders whose Securities 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 and (iii) an announcement released through the official notices service of the SIX Swiss Exchange.

This Notice is given by:

**BARCLAYS PLC**

Dated 16 December 2020

## SCHEDULE A

### AMENDMENTS TO THE CONDITIONS AND TRUST DEED OF EACH OF THE SECURITIES

#### PART 1

#### STERLING 7.875% AT1 SECURITIES

£1,000,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities  
– ISIN XS1274156097

#### Amendments to the Conditions of the Sterling 7.875% AT1 Securities

1. Condition 3 (*Interest*) shall be amended as follows:
  - 1.1 Condition 3(b) (*Interest – Rate of interest*) shall be deleted and replaced with the following:
    - 3(b) *Rate of interest*
      - (i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) 15 September 2022 will be 7.875 per cent. per annum (the "**Initial Interest Rate**").
      - (ii) The rate of interest in respect of each period from (and including) a Reset Date to (but excluding) the next following Reset Date shall be the aggregate of (i) 6.099 per cent., (ii) the applicable Mid-Market Swap Rate on the relevant Reset Determination Date, 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 and converted from a semi-annual to a quarterly basis by the Calculation Agent 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 upwards) (the "**Subsequent Interest 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.
  - 1.2 The following paragraph shall be added at the end of Condition 3(h) (*Interest – Determination by the Trustee*):

This Condition 3(h) shall only apply if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the Reset Determination Date.
  - 1.3 The following provision shall be included as a new Condition 3(i):
    - 3(i) *Benchmark Replacement*

In addition to and notwithstanding the provisions above in this Condition 3 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Subsequent 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 Date (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 Subsequent 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 Mid-Market 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 3(i) (*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 Subsequent Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Subsequent 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 3(i) (*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). 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 Date, 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, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or Mid-Market 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 Calculation 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 3(i) (*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 Calculation Agent (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 Calculation Agent 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 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 3(i) (*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 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 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 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 the methodology to calculate the Reference Rate has materially changed; 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 Holders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, 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 benchmark, reference rate or screen rate (as applicable):

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, reference rate or screen 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 or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark 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 (*Meetings of Holders; Modification and Waiver; Substitution*) shall be amended as follows:

2.1 The definition for "Reserved Matter" in Condition 14(a) (*Meetings of Holders; Modification and Waiver; Substitution - Meetings of Holders*) shall be deleted and replaced with the following:

(each, unless such change is expressly permitted without the consent of Holders pursuant to these Conditions, a "**Reserved Matter**")

2.2 The following paragraph shall be added at the end of Condition 14(b) (*Meetings of Holders; 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 3(i) (*Interest – Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 3(i) (*Interest – Benchmark Replacement*) without the requirement for the consent or sanction of the Holders. 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 3(i) (*Interest – Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 18(a) (*Interpretation – Definitions*) shall be amended as follows:

3.1 The definitions for "Mid-Market Swap Rate", "Five-year Mid-Market Swap Rate Quotations" and "Reference Banks" shall be renamed as "Mid-Market Swap Rate (LIBOR)", "Five-year Mid-Market Swap Rate Quotations (LIBOR)" and "Reference Banks (LIBOR)", respectively, and reordered in appropriate places in alphabetical order, with references to such terms in such definitions, being amended accordingly.

3.2 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:

- (i) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (LIBOR):
  - (A) if the Calculation Period is equal to or shorter than the Regular Period during which it falls, 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) four; and
  - (B) if the Calculation Period is longer than one Regular Period, the sum of:

- (1) the number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (i) the number of days in such Regular Period and (ii) four; and
  - (2) the number of days in such Calculation Period falling in the next Regular Period divided by the product of (i) the number of days in such Regular Period and (ii) four; or
- (ii) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (SONIA), the actual number of days in the Calculation Period divided by 365;

3.3 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 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: (a) if such screen rate is negative, the Adjustment Rate shall be deemed to be 0 per cent.; and (b) if, in relation to any Reset Date (i) the Mid-Market Swap Rate is Mid-Market 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) 1.854 per cent. per annum or (b) the Mid-Market Swap Rate in respect of the immediately preceding Reset Date is Mid-Market Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent.;

**"Five-year Mid-Market 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 3(i) (*Benchmark Replacement*);

**"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;

**"Mid-Market Swap Rate"** means (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 Mid-Market Swap Rate (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, the Mid-Market Swap Rate (SONIA), in each case subject to Condition 3(i) (*Benchmark Replacement*);

**"Mid-Market Swap Rate (SONIA)"** means, in relation to a Reset Date and the related Reset Determination Date:

- (i) 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) and appearing on such Bloomberg or Reuters page as may be nominated or authorised by the ICE Benchmark Administration Limited (or such other page as may replace such page on Bloomberg or Reuters, or such other information service as may be nominated or authorised by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) (the **"Relevant Screen Page (SONIA)"**) at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Calculation Agent, which annual rate shall be converted by the Calculation Agent to a semi-annual rate in accordance with the instructions of the Issuer; or

- (ii) 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 3(i) (*Benchmark Replacement*) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date;

"**Reference Banks**" means (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 Reference Banks (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, the Reference Banks (SONIA);

"**Reset Reference Bank Rate (SONIA)**" means, in relation to a Reset Date and the related Reset Determination Date, the percentage rate determined by the Calculation Agent on the basis of the Five-year Mid-Market 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 Calculation Agent 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market Swap Rate Quotations (SONIA). If only one Five-year Mid-Market Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If no Five-year Mid-Market 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 15 September 2022, 1.854 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 15 September 2022, the Mid-Market Swap Rate in respect of the immediately preceding Reset Date;

#### **Amendments to the Trust Deed of the Sterling 7.875% AT1 Securities**

1. The following paragraph shall be added at the end of Clause 7.2 (*Amendments and Substitution - Modifications*):
  - 7.2.3 In addition, the Trustee shall be obliged to accept such changes to the interest provisions in the circumstances and as otherwise set out in Condition 3(i) (*Interest – Benchmark Replacement*).
2. Paragraph (a) in the definition of "Reserved Matter" in Schedule 3 (*Provisions for Meetings of Holders*) shall be deleted and replaced with the following:
  - (a) other than a change expressly permitted without the consent of Holders pursuant to the Conditions, to reduce the amount of principal, or the rate of interest payable, in respect of the Securities 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 any Interest Payment Date or any optional redemption date, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Securities;

## PART 2

### USD 7.875% AT1 SECURITIES

US\$ 1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities – ISIN XS1481041587

#### Amendments to the Conditions of the USD 7.875% AT1 Securities

1. Condition 3 (*Interest*) shall be amended as follows:
  - 1.1 Condition 3(b) (*Interest – Rate of interest*) shall be deleted and replaced with the following:

3(b) *Rate of interest*

    - (i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) 15 March 2022 will be 7.875 per cent. per annum (the "**Initial Interest Rate**").
    - (ii) The rate of interest in respect of each period from (and including) a Reset Date to (but excluding) the next following Reset Date shall be a rate per annum equal to the aggregate of (i) if an Index Cessation Event in respect of six-month U.S. dollar LIBOR has not occurred on or before the relevant Reset Determination Date, 6.772 per cent. and the applicable Mid-Market Swap Rate on the relevant Reset Determination Date or (ii) if an Index Cessation Event in respect of six-month U.S. dollar LIBOR has occurred on or before the relevant Reset Determination Date, (a) 6.772 per cent., (b) the then prevailing U.S. Treasury Rate on the relevant Reset Determination Date and (c) the Adjustment Rate (the "**Subsequent Interest 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.

- 1.2 If an Index Cessation Event in respect of six-month U.S. dollar LIBOR has occurred on or before the relevant Reset Determination Date, Condition 3(g) (*Interest – Notifications etc.*) shall be amended by the deletion of the words "Reference Bank" and "Reference Banks" and replacement with the words "Reference Treasury Dealer" and "Reference Treasury Dealers" respectively.
- 1.3 The following paragraph shall be added at the end of Condition 3(h) (*Interest – Determination by the Trustee*):

This Condition 3(h) shall only apply if an Index Cessation Event in respect of six-month U.S. dollar LIBOR has not occurred on or before the Reset Determination Date.
- 1.4 The following provision shall be included as a new Condition 3(i):

#### 3(i) *Benchmark Replacement*

In addition to and notwithstanding the provisions above in this Condition 3 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Subsequent 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) (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 Date (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 Subsequent 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 Mid-Market Swap Rate in respect of each of the future Reset Date (subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(i) (*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 Subsequent Interest Rate applicable to the next succeeding Reset Date shall be equal to the Subsequent 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 Date are subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(i) (*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). 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 Date, 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, Reset Determination Date, and/or the definitions of the Reference Rate and/or of Mid-Market 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 Calculation 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 3(i) (*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 Calculation Agent (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 Calculation Agent 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 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 3(i) (*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 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 U.S. dollars and of a comparable duration to the relevant Reset Date, 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 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 the methodology to calculate the Reference Rate has materially changed; 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 Holders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, 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 benchmark, reference rate or screen rate (as applicable):

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, reference rate or screen 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 or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark 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 (*Meetings of Holders; Modification and Waiver; Substitution*) shall be amended as follows:

2.1 The definition for "Reserved Matter" in Condition 14(a) (*Meetings of Holders; Modification and Waiver; Substitution – Meetings of Holders*) shall be deleted and replaced with the following:

(each, unless such change is expressly permitted without the consent of Holders pursuant to these Conditions, a **"Reserved Matter"**)

2.2 The following paragraph shall be added at the end of Condition 14(b) (*Meetings of Holders; 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 3(i) (*Interest – Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 3(i) (*Interest – Benchmark Replacement*) without the requirement for the consent or sanction of the Holders. 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 3(i) (*Interest – Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 18(a) (*Interpretation – Definitions*) shall be amended as follows:

3.1 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 any Reset Date if an Index Cessation Event in respect of six-month U.S. dollar LIBOR has occurred on or before the relevant Reset Determination Date, being the US\$ Interpolated Swap Spread (expressed as a percentage) calculated by the Issuer on the date such Index Cessation Event occurs; provided that, if the result is negative, the Adjustment Rate shall be deemed to be 0 per cent.:

**"US\$ Interpolated Swap Spread"** is a number of basis points rounded to the nearest 0.1 basis points (with 0.05 basis points being rounded upwards) as calculated by the Issuer on the following basis:

On the date such Index Cessation Event occurs the Issuer shall determine:

- (a) the historical median over a five-year lookback period of the 5 Year US\$ semi-annual swap spread (as quoted on the Bloomberg page USSP5), or such other page as may

replace it on that information service, or on such similar or replacement service as may be determined by the Issuer; and

- (b) the historical median over a five-year lookback period of the 6 Year US\$ semi-annual swap spread (as quoted on the Bloomberg page USSP6) or such other page as may replace it on that information service, or on such similar or replacement service as may be determined by the Issuer.

Thereafter the Issuer shall calculate the linear interpolation by:

- (i) subtracting (a) above from (b) above and multiplying the result of such subtraction by the Initial Rate Period Weight (and rounding the result of such multiplication to the nearest 0.1 basis points, with 0.05 basis points being rounded upwards); and
- (ii) adding (a) to the result calculated in accordance with sub-paragraph (i),

For the purposes of this calculation:

**"Initial Rate Period Weight"** means 0.558 which is the amount calculated by the Issuer by dividing the number of days from (and including) 24 August 2021 (the fifth anniversary of the Issue Date) to (but excluding) 15 March 2022 by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed).

The Issuer shall notify the Adjustment Rate to the Trustee, the Calculation Agent and the Paying Agents and to the Holders in accordance with Condition 16 (*Notices*) as soon as practicable after the determination thereof. Such notice shall be final and binding on the Trustee, the Calculation Agent, the Paying Agents and the Holders;

**"Comparable Treasury Issue"** means, with respect to any Reset Period, the U.S. Treasury security or securities selected by the Issuer with a maturity date on or about the last day of such Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in U.S. dollars and having a maturity of five years;

**"Comparable Treasury Price"** means, with respect to any Reset Determination Date, (i) the arithmetic average of the Reference Treasury Dealer Quotations for such Reset Determination Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if fewer than five such Reference Treasury Dealer Quotations are received, the arithmetic average of all such quotations, or (iii) if fewer than two such Reference Treasury Dealer Quotations are received, then such Reference Treasury Dealer Quotation or (iv) if no Reference Treasury Dealer Quotations are received, the U.S. Treasury Rate shall be determined in accordance with the second paragraph of the definition of U.S. Treasury Rate;

**"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 U.S. dollar LIBOR;

**"LIBOR"** means London Inter Bank Offered Rate;

**"Reference Treasury Dealer"** means, with respect to each Reset Determination Date, each of up to five banks selected by the Issuer, or the affiliates of such banks, which are (i) primary U.S. Treasury securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues denominated in U.S. dollars;

**"Reference Treasury Dealer Quotations"** means with respect to each Reference Treasury Dealer and any Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices (such prices being obtained by the Issuer and furnished to the Calculation Agent) for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) at 11:00 a.m. (New York time), on the Reset Determination Date;

**"U.S. Treasury Rate"** means, with respect to any Reset Period for which such rate applies, the rate per annum calculated by the Calculation Agent equal to: (1) the yield, under the heading which represents the average for the week immediately prior to the applicable Reset Determination Date, appearing in the most recently published statistical release designated "H.15", or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption "Treasury constant maturities", for the maturity of five years; or (2) if such release (or any successor release) is not published during the week immediately prior to such Reset Determination Date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Reset Determination Date.

If the U.S. Treasury Rate cannot be determined, for whatever reason, as described under (1) or (2) above, "U.S. Treasury Rate" means the rate in percentage per annum as notified by the Calculation Agent to the Issuer equal to the yield on U.S. Treasury securities having a maturity of five years as set forth in the most recently published statistical release designated "H.15" under the caption "Treasury constant maturities" (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury constant maturities" for the maturity of five years) at 5:00 p.m. (New York time) on the last available date preceding the Reset Determination Date on which such rate was set forth in such release (or any successor release);

- 3.2 The definition for "Mid-Market Swap Rate" shall be amended by adding the following text at the end of the definition:

, in each case subject to Condition 3(i) (*Interest – Benchmark Replacement*);

#### **Amendments to the Trust Deed of the USD 7.875% AT1 Securities**

1. The following paragraph shall be added at the end of Clause 7.2 (*Amendments and Substitution - Modifications*):
  - 7.2.3 In addition, the Trustee shall be obliged to accept such changes to the interest provisions in the circumstances and as otherwise set out in Condition 3(i) (*Interest – Benchmark Replacement*).
2. Paragraph (a) in the definition of "Reserved Matter" in Schedule 3 (*Provisions for Meetings of Holders*) shall be deleted and replaced with the following:
  - (a) other than a change expressly permitted without the consent of Holders pursuant to the Conditions, to reduce the amount of principal, or the rate of interest payable, in respect of the Securities 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 any Interest Payment Date or any optional redemption date, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Securities;

## PART 3

### STERLING 7.250% AT1 SECURITIES

£1,250,000,000 7.250 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities  
– ISIN XS1571333811

#### Amendments to the Conditions of the Sterling 7.250% AT1 Securities

1. Condition 3 (*Interest*) shall be amended as follows:

1.1 Condition 3(b) (*Interest – Rate of interest*) shall be deleted and replaced with the following:

3(b) *Rate of interest*

- (i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) 15 March 2023 will be 7.250 per cent. per annum (the "**Initial Interest Rate**").
- (ii) The rate of interest in respect of each period from (and including) a Reset Date to (but excluding) the next following Reset Date shall be the aggregate of (i) 6.462 per cent., (ii) the applicable Mid-Market Swap Rate on the relevant Reset Determination Date 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 (the "**Subsequent Interest 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.

1.2 The following paragraph shall be added at the end of Condition 3(h) (*Interest – Determination by the Trustee*):

This Condition 3(h) shall only apply if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the Reset Determination Date.

1.3 The following provision shall be included as a new Condition 3(i):

3(i) *Benchmark Replacement*

In addition to and notwithstanding the provisions above in this Condition 3 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Subsequent 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 Date (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 Subsequent 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 Mid-Market 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 3(i) (*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 Subsequent Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Subsequent 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 3(i) (*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). 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 Date, 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, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or Mid-Market 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 Calculation 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 3(i) (*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 Calculation Agent (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 Calculation Agent 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 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 3(i) (*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 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 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 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 the methodology to calculate the Reference Rate has materially changed; 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 Holders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, 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 benchmark, reference rate or screen rate (as applicable):

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, reference rate or screen 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 or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the

administrator of the reference rate or mid-swap floating leg benchmark 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 (*Meetings of Holders; Modification and Waiver; Substitution*) shall be amended as follows:

2.1 The definition for "Reserved Matter" in Condition 14(a) (*Meetings of Holders; Modification and Waiver; Substitution - Meetings of Holders*) shall be deleted and replaced with the following:

(each, unless such change is expressly permitted without the consent of Holders pursuant to these Conditions, a **"Reserved Matter"**)

2.2 The following paragraph shall be added at the end of Condition 14(b) (*Meetings of Holders; 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 3(i) (*Interest – Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 3(i) (*Interest – Benchmark Replacement*) without the requirement for the consent or sanction of the Holders. 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 3(i) (*Interest – Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 18(a) (*Interpretation – Definitions*) shall be amended as follows:

3.1 The definitions for "Mid-Market Swap Rate", "Five-year Mid-Market Swap Rate Quotations" and "Reference Banks" shall be renamed as "Mid-Market Swap Rate (LIBOR)", "Five-year Mid-Market Swap Rate Quotations (LIBOR)" and "Reference Banks (LIBOR)", respectively, and reordered in appropriate places in alphabetical order, with references to such terms in such definitions, being amended accordingly.

3.2 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:

- (i) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (LIBOR):
  - (A) if the Calculation Period is equal to or shorter than the Regular Period during which it falls, 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) four; and
  - (B) if the Calculation Period is longer than one Regular Period, the sum of:
    - (1) the number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (i) the number of days in such Regular Period and (ii) four; and
    - (2) the number of days in such Calculation Period falling in the next Regular Period divided by the product of (i) the number of days in such Regular Period and (ii) four; or

- (ii) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (SONIA), the actual number of days in the Calculation Period divided by 365;

3.3 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 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: (a) if such screen rate is negative, the Adjustment Rate shall be deemed to be 0 per cent.; and (b) if, in relation to any Reset Date (i) the Mid-Market Swap Rate is Mid-Market 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) 0.854 per cent. per annum or (b) the Mid-Market Swap Rate in respect of the immediately preceding Reset Date is Mid-Market Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent;

**"Five-year Mid-Market 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 3(i) (*Benchmark Replacement*);

**"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;

**"Mid-Market Swap Rate"** means (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 Mid-Market Swap Rate (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, the Mid-Market Swap Rate (SONIA), in each case subject to Condition 3(i) (*Benchmark Replacement*);

**"Mid-Market Swap Rate (SONIA)"** means, in relation to a Reset Date and the related Reset Determination Date:

- (i) 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) and appearing on such Bloomberg or Reuters page as may be nominated or authorised by the ICE Benchmark Administration Limited (or such other page as may replace such page on Bloomberg or Reuters, or such other information service as may be nominated or authorised by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) (the **"Relevant Screen Page (SONIA)"**) at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Calculation Agent, which annual rate shall be converted by the Calculation Agent to a semi-annual rate in accordance with the instructions of the Issuer; or
- (ii) 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 3(i) (*Benchmark Replacement*) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date;

**"Reference Banks"** means (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 Reference Banks (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, the Reference Banks (SONIA);

**"Reset Reference Bank Rate (SONIA)"** means, in relation to a Reset Date and the related Reset Determination Date, the percentage rate determined by the Calculation Agent on the basis of the Five-year Mid-Market 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 Calculation Agent 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market Swap Rate Quotations (SONIA). If only one Five-year Mid-Market Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If no Five-year Mid-Market 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 15 March 2023, 0.854 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 15 March 2023, the Mid-Market Swap Rate in respect of the immediately preceding Reset Date;

#### **Amendments to the Trust Deed of the Sterling 7.250% AT1 Securities**

1. The following paragraph shall be added at the end of Clause 7.2 (*Amendments and Substitution - Modifications*):
  - 7.2.3 In addition, the Trustee shall be obliged to accept such changes to the interest provisions in the circumstances and as otherwise set out in Condition 3(i) (*Interest – Benchmark Replacement*).
2. Paragraph (a) in the definition of "Reserved Matter" in Schedule 3 (*Provisions for Meetings of Holders*) shall be deleted and replaced with the following:
  - (a) other than a change expressly permitted without the consent of Holders pursuant to the Conditions, to reduce the amount of principal, or the rate of interest payable, in respect of the Securities 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 any Interest Payment Date or any optional redemption date, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Securities;

## PART 4

### STERLING 5.875% AT1 SECURITIES

*£1,250,000,000 5.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities – ISIN XS1658012023*

#### Amendments to the Conditions of the Sterling 5.875% AT1 Securities

1. Condition 3 (*Interest*) shall be amended as follows:

1.1 Condition 3(b) (*Interest – Rate of interest*) shall be deleted and replaced with the following:

3(b) *Rate of interest*

- (i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) 15 September 2024 will be 5.875 per cent. per annum (the "**Initial Interest Rate**").
- (ii) The rate of interest in respect of each period from (and including) a Reset Date to (but excluding) the next following Reset Date shall be the aggregate of (i) 4.910 per cent., (ii) the applicable Mid-Market Swap Rate on the relevant Reset Determination Date 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 (the "**Subsequent Interest 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.

1.2 The following paragraph shall be added at the end of Condition 3(h) (*Interest – Determination by the Trustee*):

This Condition 3(h) shall only apply if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the Reset Determination Date.

1.3 The following provision shall be included as a new Condition 3(i):

3(i) *Benchmark Replacement*

In addition to and notwithstanding the provisions above in this Condition 3 (*Interest*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Subsequent 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 Date (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 Subsequent 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 Mid-Market 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 3(i) (*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 Subsequent Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Subsequent 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 3(i) (*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). 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 Date, 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, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or Mid-Market 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 Calculation 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 3(i) (*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 Calculation Agent (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 Calculation Agent 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 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 3(i) (*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 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 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 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 the methodology to calculate the Reference Rate has materially changed; 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 Holders using the Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, 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 benchmark, reference rate or screen rate (as applicable):

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, reference rate or screen 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 or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark 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 (*Meetings of Holders; Modification and Waiver; Substitution*) shall be amended as follows:

2.1 The definition for "Reserved Matter" in Condition 14(a) (*Meetings of Holders; Modification and Waiver; Substitution - Meetings of Holders*) shall be deleted and replaced with the following:

(each, unless such change is expressly permitted without the consent of Holders pursuant to these Conditions, a **"Reserved Matter"**)

2.2 The following paragraph shall be added at the end of Condition 14(b) (*Meetings of Holders; 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 3(i) (*Interest – Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 3(i) (*Interest – Benchmark Replacement*) without the requirement for the consent or sanction of the Holders. 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 3(i) (*Interest – Benchmark Replacement*), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

3. Condition 18(a) (*Interpretation – Definitions*) shall be amended as follows:

3.1 The definitions for "Mid-Market Swap Rate", "Five-year Mid-Market Swap Rate Quotations" and "Reference Banks" shall be renamed as "Mid-Market Swap Rate (LIBOR)", "Five-year Mid-Market Swap Rate Quotations (LIBOR)" and "Reference Banks (LIBOR)", respectively, and reordered in appropriate places in alphabetical order, with references to such terms in such definitions, being amended accordingly.

3.2 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:

- (i) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (LIBOR):
- (A) if the Calculation Period is equal to or shorter than the Regular Period during which it falls, 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) four; and
- (B) if the Calculation Period is longer than one Regular Period, the sum of:
- (1) the number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (i) the number of days in such Regular Period and (ii) four; and

- (2) the number of days in such Calculation Period falling in the next Regular Period divided by the product of (i) the number of days in such Regular Period and (ii) four; or
- (ii) where the applicable Mid-Market Swap Rate is the Mid-Market Swap Rate (SONIA), the actual number of days in the Calculation Period divided by 365;

3.3 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 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: (a) if such screen rate is negative, the Adjustment Rate shall be deemed to be 0 per cent.; and (b) if, in relation to any Reset Date (i) the Mid-Market Swap Rate is Mid-Market 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) 1.007 per cent. per annum or (b) the Mid-Market Swap Rate in respect of the immediately preceding Reset Date is Mid-Market Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent;

**"Five-year Mid-Market 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 3(i) (*Benchmark Replacement*);

**"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;

**"Mid-Market Swap Rate"** means (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 Mid-Market Swap Rate (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, the Mid-Market Swap Rate (SONIA), in each case subject to Condition 3(i) (*Benchmark Replacement*);

**"Mid-Market Swap Rate (SONIA)"** means, in relation to a Reset Date and the related Reset Determination Date:

- (i) 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) and appearing on such Bloomberg or Reuters page as may be nominated or authorised by the ICE Benchmark Administration Limited (or such other page as may replace such page on Bloomberg or Reuters, or such other information service as may be nominated or authorised by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) (the **"Relevant Screen Page (SONIA)"**) at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Calculation Agent, which annual rate shall be converted by the Calculation Agent to a semi-annual rate in accordance with the instructions of the Issuer; or
- (ii) 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 3(i)

(*Benchmark Replacement*) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date;

"**Reference Banks**" means (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 Reference Banks (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, the Reference Banks (SONIA);

"**Reset Reference Bank Rate (SONIA)**" means, in relation to a Reset Date and the related Reset Determination Date, the percentage rate determined by the Calculation Agent on the basis of the Five-year Mid-Market 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 Calculation Agent 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market 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-Market Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Market Swap Rate Quotations (SONIA). If only one Five-year Mid-Market Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If no Five-year Mid-Market 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 15 September 2024, 1.007 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 15 September 2024, the Mid-Market Swap Rate in respect of the immediately preceding Reset Date;

#### **Amendments to the Trust Deed of the Sterling 5.875% AT1 Securities**

1. The following paragraph shall be added at the end of Clause 7.2 (*Amendments and Substitution - Modifications*):
  - 7.2.3 In addition, the Trustee shall be obliged to accept such changes to the interest provisions in the circumstances and as otherwise set out in Condition 3(i) (*Interest – Benchmark Replacement*).
2. Paragraph (a) in the definition of "Reserved Matter" in Schedule 3 (*Provisions for Meetings of Holders*) shall be deleted and replaced with the following:
  - (a) other than a change expressly permitted without the consent of Holders pursuant to the Conditions, to reduce the amount of principal, or the rate of interest payable, in respect of the Securities 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 any Interest Payment Date or any optional redemption date, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Securities;