

PROGRAMME MEMORANDUM

Boiro Finance B.V.

*(incorporated with limited liability in The Netherlands
and having its corporate seat in Amsterdam)*

EUR 5,000,000,000 Programme For the issue of Notes and the making of Alternative Investments

Boiro Finance B.V. (the "**Issuer**") may issue notes (the "**Notes**") and may raise finance by other means, including, without limitation, by way of loan or entering into derivative transactions (the "**Alternative Investments**") under this EUR 5,000,000,000 Programme (the "**Programme**"). Notes will be issued and Alternative Investments will be entered into in series (each, a "**Series**"). Notes will have the terms and conditions set forth in this Programme Memorandum (the "**Programme Memorandum**"), as amended or supplemented by a series memorandum for such Series (each a "**Series Memorandum**"). Alternative Investments will have the terms and conditions set forth in an Alternative Memorandum (the "**Alternative Memorandum**") and/or in the Constituting Instrument relating to such Alternative Investments. Capitalised terms used and not defined on this front page will have the meanings ascribed to them elsewhere in this Programme Memorandum. This Programme Memorandum constitutes a base prospectus pursuant to Directive 2003/71/EC (the "**Prospectus Directive**") and Commission Regulation (EC) 809/2004, 05 2004 L149(1).

Each Series of Notes will constitute limited recourse obligations of the Issuer, payable solely from the Mortgaged Property in respect of such Series. The Mortgaged Property in respect of a Series of Notes will consist of the Charged Assets and/or the Charged Agreements specified in a Series Memorandum for such Series of Notes, together with the rights and entitlements described in Condition 4. The Mortgaged Property for a Series of Notes will also secure the Issuer's obligations to the Counterparty, if any, in respect of such Series, unless otherwise specified in the Series Memorandum for such Series of Notes. The Counterparty under any Charged Agreement will be specified in the Series Memorandum for such Series of Notes. In addition to the Mortgaged Property, the Series Memorandum for a Series of Notes will specify the aggregate principal amount, interest, if any, issue price, issue date, maturity date, priority of payments from and claims against the Mortgaged Property and any other terms and conditions not contained herein which are applicable to such Series of Notes. If the net proceeds of the enforcement of the Mortgaged Property for a Series of Notes are not sufficient to make all payments due in respect of that Series (after payment of all obligations senior thereto), no other assets of the Issuer will be available to meet such shortfall, and the claims of Noteholders and any Counterparty in respect of such Series of Notes and such shortfall shall be extinguished. None of such persons will be able to petition for the winding-up of the Issuer as a consequence of any such shortfall or otherwise. The Issuer may issue further Notes on the same terms as existing Notes and such further Notes shall be consolidated and form a single series with such existing Notes in accordance with Condition 16.

Alternative Investments will be constituted as limited recourse obligations and secured in the manner similar to that set out above in relation to the Notes or in such other manner as may be set out in the relevant Constituting Instrument and (if required) Alternative Memorandum relating to such Alternative Investments. In all cases the recourse of the creditors or obligees in respect of such Alternative Investments and, if applicable, each Counterparty will be limited in recourse in a manner similar to that set out herein in relation to Notes. An Alternative Memorandum in respect of a Series of Alternative Investments will be prepared in all cases where such Alternative Investments are to be admitted to trading on the Irish Stock Exchange or any other stock exchange.

This Programme Memorandum has been approved by the Irish Financial Services Regulatory Authority (the "**Financial Regulator**") as competent authority under the Prospectus Directive. The Financial Regulator only approves this Programme Memorandum as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application will be made to the Irish Stock Exchange for the securities to be admitted to the Official List and trading on its regulated market. Such approval relates only to the Notes and Alternative Investments which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39 EC or which are to be offered to the public in any Member State of the European Economic Area. Application will be made to request that the Financial Regulator notify *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in accordance with Article 18 of the Prospectus Directive. Following notification to the CSSF, this Programme Memorandum is valid for listing Notes on the regulated market of the Luxembourg Stock Exchange up to the expiry of 12 months from the date of publication of this Programme Memorandum. However, unlisted Notes and Alternative Investments may be issued pursuant to the Programme.

The aggregate principal amount of Notes and Alternative Investments outstanding of the Issuer will not at any time exceed EUR 5,000,000,000 (the "**Programme Limit**"), provided that the Issuer may increase such amount as described herein.

The Programme is not rated but any Series of Notes or Alternative Investments may be rated by one or more recognised debt rating agencies. The relevant Series Memorandum or (if required) Alternative Memorandum will state whether or not a Series of Notes or Alternative Investments is, or is anticipated to be, rated by any rating agency.

The attention of investors is drawn to "**Investor Suitability**" on page 4 and "**Risk Factors**" on page 6.

Arranger

Banco Bilbao Vizcaya Argentaria, S.A.

The date of this Programme Memorandum is 18 November 2008

The Issuer accepts responsibility for the information contained in this Programme Memorandum. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that this is the case), the information contained in this Programme Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The delivery of this Programme Memorandum at any time does not imply any information contained herein is correct at any time subsequent to the date hereof.

No person has been authorised to give any information or to make any representation other than those contained in this Programme Memorandum and/or in the relevant Series Memorandum or Alternative Memorandum in connection with the issue or sale of the Notes and the making of Alternative Investments and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Arranger.

None of the Arranger, the Counterparty, the Determination Agent, the Realisation Agent, Banco Bilbao Vizcaya Argentaria, S.A. (in any other capacity in which it acts under the Programme) the Trustee, any Dealer, or any Agent (each as defined herein and together the “**Programme Parties**”) has separately verified the information contained herein and accordingly none of the Programme Parties makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied in connection with the Notes and the Alternative Investments or their distribution and none of them accepts any responsibility or liability thereof. None of the Programme Parties undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Programme Memorandum or to advise any investor or potential investor in the Notes or any party to any Alternative Investments of any information coming to the attention of any of such Programme Parties.

This Programme Memorandum is to be read in conjunction with all the documents which are deemed to be incorporated herein by reference (see “**Documents Incorporated by Reference**”).

THE NOTES AND ALTERNATIVE INVESTMENTS WILL BE OBLIGATIONS SOLELY OF THE ISSUER AND WILL NOT BE GUARANTEED BY, OR BE THE RESPONSIBILITY OF, ANY OTHER ENTITY. THE NOTES CONSTITUTE SECURED LIMITED RECOURSE OBLIGATIONS OF THE ISSUER, AND CLAIMS AGAINST THE ISSUER BY NOTEHOLDERS AND ANY COUNTERPARTY IN RESPECT OF A SERIES OF NOTES, WILL BE LIMITED TO THE MORTGAGED PROPERTY FOR SUCH SERIES OF NOTES. THE PRIORITY OF PAYMENTS TO AND CLAIMS OF SUCH PERSONS ARE SET OUT IN CONDITION 4, AS SUPPLEMENTED BY THE RELEVANT SERIES MEMORANDUM. IF THE NET PROCEEDS OF ENFORCEMENT OF THE MORTGAGED PROPERTY FOR A SERIES OF NOTES ARE NOT SUFFICIENT TO MAKE ALL PAYMENTS DUE IN RESPECT OF THAT SERIES OF NOTES (AFTER PAYMENT OF ALL OBLIGATIONS OF THE ISSUER SENIOR THERETO), NO OTHER ASSETS OF THE ISSUER WILL BE AVAILABLE TO MEET SUCH SHORTFALL AND THE CLAIMS OF NOTEHOLDERS AND ANY COUNTERPARTY IN RESPECT OF ANY SUCH SHORTFALL SHALL BE EXTINGUISHED. ALTERNATIVE INVESTMENTS WILL BE CONSTITUTED AND SECURED IN THE MANNER SIMILAR TO THAT SET OUT ABOVE IN RELATION TO NOTES OR IN SUCH OTHER MANNER AS MAY BE SET OUT IN THE RELEVANT CONSTITUTING INSTRUMENT AND (IF REQUIRED) ALTERNATIVE MEMORANDUM RELATING TO SUCH ALTERNATIVE INVESTMENTS. IN ALL CASES THE RECOURSE OF THE CREDITORS OR OBLIGEEES IN RESPECT OF SUCH ALTERNATIVE INVESTMENTS AND, (IF APPLICABLE) EACH COUNTERPARTY WILL BE LIMITED IN RECOURSE IN A MANNER SIMILAR TO THAT SET OUT HEREIN IN RELATION TO NOTES. NONE OF SUCH PERSONS WILL BE ABLE TO PETITION FOR THE WINDING-UP OF THE ISSUER AS A CONSEQUENCE OF ANY SUCH SHORTFALL OR OTHERWISE.

This Programme Memorandum does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Arranger to subscribe for, or purchase, any Notes, or to enter into any Alternative Investments. The distribution of this Programme Memorandum and the offering or sale

of, or grant of a participation in, the Notes or Alternative Investments in certain jurisdictions may be restricted by law. Persons into whose possession this Programme Memorandum comes are required by the Issuer, the Arranger and the Trustee to inform themselves about and to observe any such restrictions. This Programme Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Notes or Alternative Investments or the distribution of this Programme Memorandum in any jurisdiction where such action is required.

Certain restrictions on offers and sales of the Notes or Alternative Investments and on distribution of this Programme Memorandum are set out in “Terms and Conditions of the Notes - Form, Denomination and Title” and “Subscription and Sale” and may also be set out in the applicable Series Memorandum or Alternative Memorandum.

In this Programme Memorandum, unless otherwise specified or the context otherwise requires, references to “**dollars**”, “**U.S. dollars**”, “**USD**” and “**U.S.\$**” are to United States dollars, references to “**euro**”, “**EUR**” and “**€**” are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union and references to “**pounds sterling**” and “**£**” are to the lawful currency of the United Kingdom.

In connection with any Series of Notes the Arranger (if any) disclosed as a stabilising agent in the relevant Series Memorandum or such other person or persons who may be specified in the applicable Series Memorandum as a stabilising agent (the “**Stabilising Agent**”) may over-allot or effect transactions with a view to supporting the market price of the relevant Series of Notes at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period.

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DOCUMENTS INCORPORATED BY REFERENCE

This Programme Memorandum shall be read and construed in conjunction with the audited financial statements for the years ended 31 December 2006 and 2007 each of which (i) have been previously published, (ii) have been filed with the Irish Stock Exchange and (iii) shall be deemed to be incorporated in, and form part of, this Programme Memorandum.

For so long as the Programme remains in effect or any Notes or Alternative Investments remain outstanding, a copy of any or all of the financial information which is incorporated herein by reference will be available in physical form from the date hereof during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at and collection of copies free of charge from the registered office of the Issuer and the specified offices of the Paying Agents and the Transfer Agents.

SUPPLEMENTARY INFORMATION

If at any time the Issuer shall be required to prepare a supplement to this Programme Memorandum pursuant to Article 16 of the Prospectus Directive and the relevant implementing measures in the Republic of Ireland, the Issuer will prepare and make available an appropriate supplement to this Programme Memorandum or replace this Programme Memorandum.

Any such supplement or replacement of this Programme Memorandum shall be published on the website of the Irish Financial Services Regulatory Authority (www.financialregulator.ie). Such documents will be available for inspection and collection free of charge from the principal office of the Paying Agents, where applicable, in Luxembourg or Madrid, and from the other entities specified in “**General Information**”

INVESTOR SUITABILITY

The purchase of, or investment in, any Notes or the making of Alternative Investments involves substantial risks. Each prospective purchaser of, or investor in, Notes or party to Alternative Investments should be familiar with instruments having characteristics similar to the Notes or Alternative Investments and should fully review all documentation for and understand the terms of the Notes or Alternative Investments and the nature and extent of its exposure to risk of loss.

Before making an investment decision, prospective purchasers of, or investors in, Notes or parties to Alternative Investments should conduct such independent investigation and analysis regarding the Issuer, the Notes or Alternative Investments, the Mortgaged Property, each Counterparty under a Charged Agreement and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes or the making of the Alternative Investment. However as part of such independent investigation and analysis, prospective purchasers of or investors in Notes or parties to Alternative Investments should consider carefully all the information set forth in the Programme Memorandum relating to the Programme and the Issuer (including the section headed “Risk Factors”) and the applicable Series Memorandum or (if required) Alternative Memorandum and the considerations set out below.

Investment in the Notes and entering into Alternative Investments is only suitable for investors who:

- (1) have the requisite knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Programme Memorandum and the relevant Series Memorandum or Alternative Memorandum and the merits and risks of an investment in the Issuer in the context of such investors’ financial, tax and regulatory circumstances and investment objectives;
- (2) are capable of bearing the economic risk of an investment in the Issuer for an indefinite period of time and the risk of the entire loss of any investment in the Issuer;
- (3) are acquiring the Notes or (if applicable) Alternative Investments for their own account for investment, not with a view to resale, distribution or other disposition of the Notes or Alternative Investments; and
- (4) recognise that there is no secondary market for the Notes, and no secondary market is expected to develop in respect thereof, so that the purchase of the Notes is suitable only for investors who can bear the risks associated with a lack of liquidity in the Notes and who are prepared to hold the Notes for an indefinite period of time or until the final redemption or maturity of the Notes.

The applicable Series Memorandum or Alternative Memorandum issued in connection with a Series of Notes or Alternative Investments may also contain further paragraphs headed “**Investor Suitability**” and/or “**Risk Factors**” and particular attention is drawn to those sections.

The Issuer and the Arranger may, in their discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

Each prospective investor should ensure that it fully understands the nature of its investment and the nature and extent of its exposure to the risk of loss of all or a substantial part of its investment. Attention is drawn, in particular, to the italicised paragraphs set out in the sections entitled “Terms and Conditions of the Notes - Security” and “Terms and Conditions of the Notes - Enforcement and Limited Recourse”.

Notes issued and Alternative Investments entered into under the Programme may be illiquid, the purchase of or entry into of which involves substantial risks. Neither the Issuer nor the Arranger will undertake to make a market in the Notes of any Series or (if applicable) any Alternative Investments.

RISK FACTORS

THE NOTES AND ALTERNATIVE INVESTMENTS INVOLVE SUBSTANTIAL RISKS AND ARE SUITABLE ONLY FOR SOPHISTICATED INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF SUCH AN INVESTMENT OR TRANSACTION. THE NOTES AND ALTERNATIVE INVESTMENTS ARE NOT PRINCIPAL PROTECTED, UNLESS EXPLICITLY SO PROVIDED IN THE SERIES MEMORANDUM, ALTERNATIVE MEMORANDUM AND/OR CONSTITUTING INSTRUMENT THEREOF, AND PURCHASERS OF NOTES AND PARTIES TO ALTERNATIVE INVESTMENTS ARE EXPOSED TO FULL LOSS OF PRINCIPAL. ONLY PROSPECTIVE PURCHASERS OF NOTES OR PROSPECTIVE PARTIES TO ALTERNATIVE INVESTMENTS WHO CAN WITHSTAND THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD BUY THE NOTES OR ENTER INTO ALTERNATIVE INVESTMENTS. BEFORE MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS OR PARTIES TO ALTERNATIVE INVESTMENTS SHOULD CONSIDER CAREFULLY, IN THE LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES, ALL THE INFORMATION SET FORTH IN THIS PROGRAMME MEMORANDUM AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW AND IN THE RELEVANT SERIES MEMORANDUM OR (IF REQUIRED) ALTERNATIVE MEMORANDUM.

THE FOLLOWING RISK FACTORS ARE A NON-EXHAUSTIVE LIST OF FACTORS FOR INVESTORS TO CONSIDER BEFORE INVESTING IN NOTES OR ALTERNATIVE INVESTMENTS. ADDITIONAL FACTORS FOR INVESTORS TO CONSIDER BEFORE PURCHASING THE NOTES OR ENTERING INTO THE RELEVANT ALTERNATIVE INVESTMENT, MAY BE SPECIFIED IN A NON-EXHAUSTIVE LIST OF RISK FACTORS IN THE RELEVANT SERIES MEMORANDUM, OR (IF REQUIRED) ALTERNATIVE MEMORANDUM FOR THE RELEVANT SERIES.

Limited Recourse

All payments to be made by the Issuer in respect of the Notes, Receipts and Coupons (if any) of each Series and any Charged Agreement relating to such Series will only be due and payable from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer or the Trustee in respect of the Mortgaged Property in relation to such Series of Notes (the “**Relevant Sums**”).

To the extent that the Relevant Sums are less than the amount which the holders of the Notes, Receipts and Coupons (if any) and any Counterparty expected to receive (the difference being referred to herein as a “**shortfall**”), such shortfall will be borne, following enforcement of the security for the Notes, in the inverse of the order of priorities on enforcement specified in Condition 4(d), unless otherwise provided in the applicable Series Memorandum and the related Constituting Instrument and/or Additional Charging Instrument, if applicable.

Each holder of Notes, Receipts and Coupons (if any) of a Series by subscribing for or purchasing such Notes, Receipts and Coupons (if any) and any Counterparty relating to such Series will be deemed to accept and acknowledge that it is fully aware that:

- (i) the holders of the Notes, Receipts and Coupons (if any) and any Counterparty shall look solely to the Relevant Sums, as applied in accordance with the order of priorities referred to in Condition 4 (d), for payments to be made by the Issuer in respect of such Notes and any Charged Agreement relating to such Series;
- (ii) the obligations of the Issuer to make payments in respect of such Notes, Receipts and Coupons (if any) and any such Charged Agreement will be limited to the Relevant Sums and the holders of such Notes, Receipts and Coupons (if any) and any such Counterparty shall have no further recourse to the Issuer (or any of its

rights, assets or properties), the Arranger, any Dealer, the Counterparty or any other Programme Party or person and, without limiting the generality of the foregoing, any right of the holders of such Notes, Receipts and Coupons (if any) and any such Counterparty to claim payment of any amount exceeding the Relevant Sums shall be automatically extinguished; and

- (iii) the holders of such Notes, Receipts and Coupons (if any) and any such Counterparty shall not be entitled to petition for the winding up of the Issuer as a consequence of any such shortfall or otherwise.

Alternative Investments will also be limited recourse obligations of the Issuer. Therefore, in all cases the recourse of creditors or obligees in respect of Alternative Investments and each Counterparty will be limited in recourse in a manner similar to that set out herein in relation to Notes.

No Guarantee of Performance

None of the Programme Parties is obligated to make payments on the Notes or Alternative Investment, and none of them guarantees the value of the Notes or Alternative Investments or is obliged to make good on any losses suffered as a result of an investment in the Notes or Alternative Investments.

Investors must rely solely on the relevant Mortgaged Property for payment under the Notes or the equivalent thereof (if any) for payment under the Alternative Investments. There can be no assurance that amounts received by the Issuer from the Mortgaged Property in respect of the relevant Notes or the equivalent thereof (if any) for Alternative Investments will be sufficient to pay all amounts when due if at all. Neither the Issuer nor any of the Programme Parties will have any liability to the holders of any Notes or parties to Alternative Investments as to the amount, or value of, or any decrease in the value of, the relevant Mortgaged Property or the equivalent thereof (if any) for payment under the Alternative Investments.

Charged Assets

The Charged Assets for each Series of Notes will be subject to credit, liquidity and interest rate risks. Such Charged Assets may be rated below investment grade and, in such case, will have greater credit and liquidity risk than investment grade assets. Whether or not such Charged Assets are investment grade, if a default or other mandatory redemption event specified in Condition 7(b) occurs with respect to any Charged Assets securing the Notes of any Series and the Trustee or Realisation Agent (as defined herein) sells or otherwise disposes of such Charged Assets, it is not likely that the proceeds of such sale or disposition will be equal to the unpaid principal and interest thereon. Even in the absence of a default with respect to any of the Charged Assets securing any Series of Notes, due to potential market volatility, the market value of such Charged Assets at any time will vary, and may vary substantially, from the price at which such Charged Assets were initially purchased and from the principal amount of such Charged Assets. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition, or the amount received or recovered upon maturity, of such Charged Assets securing any Series of Notes, or that the proceeds of any such sale or disposition would be sufficient to repay principal of and interest on the Notes of the related Series and amounts payable prior thereto. In the event of an insolvency of an issuer or obligor in respect of the Charged Assets, various insolvency and related laws applicable to such issuer or obligor may limit the amount the Trustee may recover and determine or affect when such recovery may be made.

In addition to the risks described above, if the Charged Assets are in the form of interests in loans rather than bonds, the Charged Assets will be subject to additional liquidity and, in some cases, credit risks. Loans are not generally traded on organised exchange markets but are traded by banks and other institutional investors engaged in loans syndications. Consequently, the liquidity of any loans included in the Charged Assets securing a given Series of Notes will depend on the liquidity of these trading markets, and there can be no assurance that there will be any market for

any loan securing a Series of Notes if the Issuer or the Trustee is required to sell or otherwise dispose of such loan. In addition, if so specified in the applicable Series Memorandum, the Charged Assets for a given Series of Notes may include participation interests in loans. Holders of loan participations are subject to additional risks not applicable to a holder of a direct interest in a loan. A holder of a participation interest may be subject to the credit risk of the participating institution, which will remain the legal owner of record of the applicable loan. Participants also do not generally benefit from the security (if any) supporting the loans in which they have an interest because loans participations generally do not provide a purchaser with direct rights to enforce compliance by the obligor with the terms of the loan agreement, nor do they provide any rights of set-off against the obligor.

Alternative Investments may be secured in a manner similar to the Notes. This risk factor will therefore apply to Alternative Investments to the extent that the security available for such Alternative Investments is formed by assets similar to the ones described herein.

Priority of Payments and Different Classes of Notes

Unless otherwise specified in the applicable Series Memorandum upon the enforcement of the security for the Notes of a Series comprising more than one class or Tranche, payment of amounts due to the holders of a class or Tranche of Notes ranking senior to one or more junior ranking class or classes (or Tranche or Tranches) of Notes shall be made before payment is made to the next most senior ranking class or Tranche of Notes. Thus, the rights to receive payments in respect of more junior ranking class or classes (or Tranche or Tranches) of Notes are junior and subordinate to the rights to receive payments in respect of more senior ranking class or classes (or Tranche or Tranches) of Notes. The risks of delays in payments or ultimate non-payment of principal and/or interest will be borne disproportionately by holders of the more junior ranking class or classes (or Tranche or Tranches) of Notes as compared to holders of more senior ranking class or classes (or Tranche or Tranches) of Notes. Further upon any enforcement of the security for the Notes of a Series, whether comprised of one or more classes or Tranches, amounts due and owing to the Counterparty (see “**Counterparty’s Priority**” below) will be paid prior to any payments on the Notes, unless otherwise specified in the related Series Memorandum and Constituting Instrument.

The Trustee will generally be required to have regard to the separate interests of the holders of each class or Tranche. However, in certain circumstances the Trustee shall be required not to have regard to the interests of the holders of a class or Tranche of Notes ranking junior to one or more senior ranking class or Tranche of Notes to the extent any of such senior class or classes (or Tranche or Tranches) of Notes remain outstanding.

Counterparty’s Priority

The obligation of the Issuer to pay all amounts due to the Counterparty after enforcement of security for such Notes or Alternative Investments will rank senior to all other payments in respect of such Series of Notes or Alternative Investments, unless otherwise specified in the related Series Memorandum or Alternative Memorandum and Constituting Instrument.

In carrying out its duties and exercising its discretions in respect of any Series of Notes, the Trustee will be under no obligation or duty to act on any directions of the Noteholders or any requests by any Counterparty (save as expressly otherwise provided for). In the event of any conflict between directions given by the Noteholders and any requests by the Counterparty, the Trustee shall be entitled to act only in accordance with the directions of the Counterparty (save as expressly otherwise provided for).

No Secondary Market

There is no secondary market for the Notes or Alternative Investments, and no secondary market is expected to develop in respect thereof. In the unlikely event that a secondary market in the

Notes or Alternative Investments develops, there can be no assurance that it will provide holders of Notes or parties to Alternative Investments with liquidity of investment or that it will continue for the life of the Notes or Alternative Investments. None of the Arranger, any Dealer or any of their respective affiliates is under any obligation to make a market in, or otherwise offer to repurchase or unwind the terms of, any Notes. In the event that the Arranger or any Dealer or any of their affiliates commences any market making, it may discontinue doing so at any time without notice. Accordingly, the purchase of Notes is suitable only for investors who can bear the risks associated with a lack of liquidity in, and the financial and other risks associated with an investment in, the Notes or Alternative Investments. Investors must be prepared to hold the Notes or Alternative Investments for an indefinite period of time or until the final redemption or maturity of the Notes or Alternative Investments.

Taxation

Each Noteholder or party to Alternative Investments will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes or Alternative Investments. Unless otherwise specified in the applicable Series Memorandum, Alternative Memorandum and/or Constituting Instrument the Issuer will not pay any additional amounts to Noteholders or parties to Alternative Investments to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes or Alternative Investments by the Issuer or any Paying Agents. In addition, in the event that a payment in respect of the Notes or Alternative Investments is or becomes subject to a withholding or deduction for or on account of any taxes, no additional amount will be payable to Noteholders or parties to Alternative Investments as a result of such withholding or deduction.

EU Savings Tax Directive

On 3 June 2003, the European Union Council Directive 2003/48/EC on the taxation of savings income (the "Savings Directive") was adopted by the European Council. Under the Savings Directive, each Member State of the European Union is required, from 1 July 2005, to provide to the tax authorities of another Member States details of payments of interest (or similar income) paid by a paying agent within its jurisdiction to an individual resident in another Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain agreements relating to information exchange with certain other countries and territories).

A number of non-European Union countries and territories, including Switzerland, have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

Emerging Markets

The assets comprising the Charged Assets in respect of any Series of Notes or the equivalent thereof for Alternative Investments may originate from an emerging markets country. Investing in obligations of entities in emerging markets countries or in obligations which are secured by or referenced to such obligations involves certain systemic and other risks and special considerations which, among others, include:

- (i) the prices of emerging markets obligations may be subject to sharp and sudden fluctuations and declines;
- (ii) emerging markets obligations tend to be relatively illiquid. Trading volume may be lower than in debt of higher grade credits. This may result in wide bid/offer spreads generally and in adverse market conditions. In addition, the sale or purchase price quoted for a portion of the Charged Assets (or the equivalent thereof for Alternative

Investments) may be better than can actually be obtained on the sale of the entire holding of the Charged Assets (or the equivalent thereof for Alternative Investments);

- (iii) published information in or in respect of emerging markets countries and the issuers of or obligors in respect of emerging markets obligations has been proven on occasions to be materially inaccurate;
- (iv) in certain cases the holders of Notes or parties to Alternative Investments may be exposed to the risk of default by a sub-custodian in an emerging markets country; and
- (v) realisation of Charged Assets (or the equivalent thereof for Alternative Investments) comprising emerging markets obligations may be subject to restrictions or delays arising under local law.

Credit Risk

A prospective purchaser of the Notes or party to Alternative Investments should have such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits, risks and suitability of investing in the Notes or Alternative Investments including any credit risk associated with the Issuer, any Counterparty or other obligor with respect to the Mortgaged Property (or the equivalent thereof for Alternative Investments). None of the Issuer, any of the Programme Parties or any of their respective affiliates will have any responsibility or duty to make any such investigations, to keep any such matters under review or to provide the prospective purchasers of the Notes or parties to Alternative Investments with any information in relation to such matters or to advise as to the attendant risks.

If the issuer(s) of, or obligor(s) under, the relevant Charged Assets or any Counterparty fails to make due and timely payment, or otherwise honour its obligations, under the relevant Charged Assets or Charged Agreement (or the equivalent thereof for Alternative Investments), a loss of principal and/or interest under the Notes or Alternative Investments may result. Accordingly, the Noteholders or parties to Alternative Investments assume the credit risk of the issuer(s) of, or obligor(s) under, the relevant Charged Assets and any Counterparty (or the equivalent thereof for Alternative Investments).

None of the Issuer, any of the Programme Parties or any of their affiliates will have made any investigation of, or makes any representation or warranty, express or implied, as to, (i) the existence or financial or other condition of the issuer(s) of, or obligor(s) under, the relevant Charged Assets (or the equivalent thereof for Alternative Investments) or any Counterparty or (ii) whether the relevant Charged Assets or Charged Agreement (or the equivalent thereof for Alternative Investments) constitute legal, valid and binding obligations of the issuer(s) of, or obligor(s) under, the Charged Assets (or the equivalent thereof for Alternative Investments) or the Counterparty.

The Noteholders and any prospective purchasers of the Notes or parties to Alternative Investments will at all times be solely responsible for making their own independent appraisal of, and investigation into, the business, financial condition, prospects, creditworthiness, status and affairs of the issuer(s) of, or the obligor(s) under, the relevant Charged Assets (or the equivalent thereof for Alternative Investments) and any Counterparty.

Currency Risk

An investment in Notes or Alternative Investments denominated and payable in a foreign currency entails significant risks to a Noteholder or party to Alternative Investments that would not be involved if a similar investment were made in Notes or Alternative Investments denominated and

payable in such Noteholder's or party to Alternative Investments' home currency. These risks include, without limitation, the possibility of significant changes in rates of exchange between the foreign currency and such Noteholder's or party to Alternative Investments home currency and generally depend on economic and political events over which the Issuer has no control.

Country and Regional Risk

The price and value of any Charged Assets (or the equivalent thereof for Alternative Investments) may be influenced by the political, financial and economic stability of the country and/or region in which an obligor of any Charged Assets (or the equivalent thereof for Alternative Investments) is incorporated or has its business or of the country of the currency in which any Charged Assets (or the equivalent thereof for Alternative Investments) are denominated. In certain cases, the price and value of assets originating from countries ordinarily not considered to be emerging markets countries may behave in a similar manner to those of assets originating from emerging markets countries.

Agent Risk

Every payment of principal or interest in respect of the Notes or any class (or Tranche) of Notes to or to the account of the relevant Paying Agent in the manner provided in the Agency Agreement relating to such Notes or class (or Tranche) of Notes shall operate in satisfaction pro tanto of the relative obligation of the Issuer in respect of such Notes or class (or Tranche) of Notes to pay such principal or interest, notwithstanding any default in the subsequent payment thereof by such Paying Agent to the holders of such Notes or class (or Tranche) of Notes. Any receipt by the Custodian of any proceeds in respect of the Charged Assets or any other assets forming part of the Mortgaged Property which are required to be applied to pay principal or interest in respect of the Notes or any class (or Tranche) of Notes shall operate in satisfaction pro tanto of the relative obligation of the Issuer in respect of such Notes or class (or Tranche) of Notes to pay such principal or interest, notwithstanding any default in the subsequent payment of such proceeds by the Custodian to the relevant Paying Agent. To the extent there are Agents in relation to Alternative Investments this risk factor will also apply to them.

Reliance on Creditworthiness of the Counterparty

If a Charged Agreement (or the equivalent thereof for Alternative Investments) comprises all or part of the Mortgaged Property (or the equivalent thereof) in respect of a Series of Notes or Alternative Investments, the ability of the Issuer to meet its obligations under such Notes or Alternative Investments will be dependent upon, *inter alia*, its receipt of payments from the Counterparty under the Charged Agreement (or the equivalent thereof for Alternative Investments). Consequently, the Noteholders or parties to Alternative Investments and the Issuer are relying not only on the creditworthiness of the issuers or obligors in respect of the relevant Charged Assets, if any, but also on the full and timely performance by, and creditworthiness of, the Counterparty in respect of its obligations under the Charged Agreement (or the equivalent thereof for Alternative Investments) in respect of such Series.

Optional Redemption

If a Charged Agreement (or the equivalent thereof for Alternative Investments) comprises all or part of the Mortgaged Property (or the equivalent thereof) in respect of a Series of Notes or Alternative Investments, such Notes or Alternative Investments may be subject to early redemption at the election of the Counterparty as provided in the terms and conditions of the relevant Charged Agreement (or the equivalent thereof for Alternative Investments). Investors may be subject to reinvestment risk in such event. It is not possible to determine in advance whether such optional redemption will be exercised.

Provision of Information

None of the Issuer, any of the Programme Parties or any of their respective affiliates makes any representation as to the credit quality of any Counterparty or any issuer or other obligor of a Charged Asset (or the equivalent thereof for Alternative Investments). Any of the foregoing persons may have acquired, or during the term of the Notes or Alternative Investments may acquire, non-public information with respect to any Counterparty or any issuer or other obligor of a Charged Asset (or the equivalent thereof for Alternative Investments) or any Reference Entity. None of such persons is under any obligation to make such information available to Noteholders or parties to Alternative Investments.

Business Relationships

The Issuer, any of the Programme Parties and any of their respective affiliates may be affiliated to each other (other than the Issuer) or have existing or future business relationships with each other or with any issuer or obligor of a Charged Asset (or the equivalent thereof for Alternative Investments) (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that they deem or it deems necessary or appropriate to protect their or its interests arising therefrom without regard to the consequences for a Noteholder or a party to Alternative Investments or the value of any Mortgaged Property (or the equivalent thereof for Alternative Investments) or Notes or Alternative Investments. Furthermore, the Issuer, any of the Programme Parties and any of their respective affiliates may buy, sell or hold positions in Charged Assets (or the equivalent thereof for Alternative Investments) and other obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, any obligor of a Charged Asset (or the equivalent thereof for Alternative Investments) or any Counterparty.

Conflicts of Interest

Various potential and actual conflicts of interest may arise between the interests of the holders of Notes or parties to Alternative Investments, on the one hand, and any of the Issuer and the Programme Parties, on the other hand, as a result of the various businesses and activities of such persons, and none of such persons is required to resolve such conflicts of interest in favour of the holders of such Notes or parties to Alternative Investments.

Such persons may deal in Charged Assets (or the equivalent thereof for Alternative Investments) and other obligations and interests in and of the issuer or obligor thereof or any Counterparty, may acquire or accept information from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with, any issuer or obligor of a Charged Asset (or the equivalent thereof for Alternative Investments) or any Counterparty or otherwise. In connection therewith, such persons may pursue such actions and take such steps as they each deem necessary or appropriate in their sole and absolute discretion to protect their respective interests, and in the same manner as if the Notes or Alternative Investments did not exist and, without regard as to whether such action or steps might have an adverse effect on the Notes, the Alternative Investments, Mortgaged Property (or the equivalent thereof for Alternative Investments), or other obligations or interests of the issuers or obligors thereof or any holders of Notes or parties to Alternative Investments.

Legality of Purchase

None of the Issuer, any of the Programme Parties or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes or the making of Alternative Investments by a prospective purchaser of the Notes or party to Alternative Investments, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

Independent Review and Advice

Each prospective purchaser of Notes or party to Alternative Investments, is responsible for making its own investment decision and its own independent investigation into and appraisal of the risks arising from an investment in the Notes or Alternative Investments as well as all risks associated with the issuers and/or obligors of any Charged Assets (or the equivalent thereof for Alternative Investments) and any Counterparty. Investors should ensure that they understand the nature and extent of their exposure to risk, that they have all requisite knowledge and experience in investment, financial and business matters and expertise (or access to professional advisers) to make their own legal, regulatory, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes or Alternative Investments and to assess the suitability of such Notes or Alternative Investments in light of their own circumstances and financial condition.

Each prospective purchaser of Notes or party to Alternative Investments must determine, based on its own independent review and such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, that its acquisition and holding of the Notes or the entry into Alternative Investments (i) is fully consistent with its (or if it is acquiring the Notes or entering into Alternative Investments in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes or entering into Alternative Investments as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Notes or entering into Alternative Investments in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes or entering into Alternative Investments.

No Fiduciary Role

None of the Issuer, any of the Programme Parties or any of their respective affiliates is acting as an investment adviser, and none of them (other than the Trustee) assumes any fiduciary obligation, to any purchaser of Notes or party to Alternative Investments.

None of the Issuer or any of the Programme Parties assumes any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any issuer or obligor of any Charged Assets (or the equivalent thereof for Alternative Investments) or the terms thereof or of any Counterparty or the terms of the relevant Charged Agreement (or the equivalent thereof for Alternative Investments).

Investors may not rely on the views or advice of the Issuer, or any of the Programme Parties for any information in relation to any person other than such Issuer or Programme Party, respectively.

No Reliance

A prospective purchaser of Notes or party to Alternative Investments may not rely on the Issuer, any of the Programme Parties or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or entry into Alternative Investments or as to the other matters referred to above.

No Representations

None of the Issuer or any of the Programme Parties makes any representation or warranty, express or implied, in respect of any Charged Assets (or the equivalent thereof for Alternative Investments) or any issuer or obligor of any Charged Assets (or the equivalent thereof for Alternative Investments) or of any Counterparty or in respect of the relevant Charged Agreement (or the equivalent thereof for Alternative Investments) or in respect of any information contained in any documents prepared, provided or filed by or on behalf of any such issuer or obligor or in respect of such Charged Assets (or the equivalent thereof for Alternative Investments) or of any

Counterparty or in respect of the relevant Charged Agreement with any exchange, governmental, supervisory or self regulatory authority or any other person.

None of the Issuer or any of the Programme Parties makes any representation or warranty in respect of the Mortgaged Property (or the equivalent thereof for Alternative Investments) or in respect of any Counterparty (except that any information set forth in a Series Memorandum or Alternative Memorandum relating to the Counterparty has been obtained from, and shall be the sole responsibility of, the Counterparty).

No Agency Relationship

The Counterparty (if any) specified in respect of a Series of Notes or Alternative Investments will solely be acting as a contractual counterparty to the Issuer under the Charged Agreement or the equivalent thereof for Alternative Investments. It is not, and will not be deemed to be acting as, the agent or trustee of the Issuer, of the holders of any Notes, Receipts and Coupons (if any) or any party to Alternative Investments in connection with the exercise of, or the failure to exercise, any of the rights or powers of the Counterparty under the Charged Agreement or the equivalent thereof for Alternative Investments or otherwise.

Volatility

The market value of the Notes or Alternative Investments (whether indicative or firm) will vary over time and may be significantly less than par (or even zero) in certain circumstances. The Notes or Alternative Investments may not trade at par or at all.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and should be read in conjunction with the remainder of this Programme Memorandum and, in relation to any particular Series of Notes or Alternative Investments, the relevant Series Memorandum or (if required) Alternative Memorandum and the terms of the relevant Constituting Instrument relating to such Notes or Alternative Investments. Further information in respect of each Series of Notes or Alternative Investments, and of the terms and conditions specific thereto, will be given in the applicable Series Memorandum or (if required) Alternative Memorandum and the relevant Constituting Instrument. References herein to the “**Conditions**” of any Series or Tranche of Notes are to the conditions of the Notes of a Series or Tranche, being those set out under “**Terms and Conditions of the Notes**” below, as supplemented and amended in respect of each issue of Notes as specified in the applicable Series Memorandum and by any other document specified as doing so. The applicable Series Memorandum and the relevant Constituting Instrument (as defined below) relating to such Series or Tranche, or any such other document which is specified as doing so may vary, amend, restate, supplement or disapply any of the Terms and Conditions set out in this Programme Memorandum in any respect, and the descriptions in this Programme Memorandum shall be read as being subject to any variations, amendments and disapplications accordingly. References in this Programme Memorandum to the “**Constituting Instrument**” include a reference to the terms and conditions specific to a particular issue of Notes by way of variation, amendment, restatement, supplement or disapplication of the Conditions of the Notes of a Series set out under “**Terms and Conditions of the Notes**” below, as effected by the Constituting Instrument. The terms and conditions, form of and security for any Alternative Investments are not set out herein or fully summarised below but will be set out in the relevant Constituting Instrument and (if required) the Alternative Memorandum in relation thereto.

Issuer:	Boiro Finance B.V.
Description:	EUR 5,000,000,000 Programme for the issue of Notes and the making of Alternative Investments.
Programme Size:	Up to EUR 5,000,000,000 aggregate principal amount of Notes or Alternative Investments outstanding at any time, as determined by the Issuer as follows: (i) if any Notes or Alternative Investments are denominated in a currency other than euro, the euro equivalent thereof shall be determined by or on behalf of the Issuer on a date specified by or on behalf of the Issuer (which may be before the issue date thereof) and (ii) if any Notes or Alternative Investments are a discount or zero coupon obligation, the purchase price thereof shall be used in connection with the foregoing limitation. Notwithstanding the foregoing, the Issuer may increase the Programme Limit without the consent of any Noteholder or any other person, as provided in clause 8 of the Master Placing Terms.
Series:	Notes will be issued and Alternative Investments will be entered into in series (each, a “ Series ”). Notes will have the terms and conditions set forth in this Programme Memorandum, as amended or supplemented by a Series Memorandum. Alternative Investments will have the terms and conditions set forth in an Alternative Memorandum and/or in the Constituting Instrument relating to such Alternative Investments.
Alternative Investments:	The Issuer may from time to time incur secured (or, if so specified in the relevant Alternative Memorandum and/or

applicable Constituting Instrument, unsecured), limited recourse obligations under the Programme in a form other than Notes. Alternative Investments may take the form of limited recourse asset-backed debt instruments in non-standard form or governed by laws other than the laws of England, limited recourse asset-backed indebtedness incurred under loan or facility agreements, including agreements governed by laws other than the laws of England, derivative transactions or instruments (including, without limitation, buy-sell back transactions, sale and repurchase transactions, forward and foreign exchange transactions or swaps, options or futures transactions, which instruments, under the rules of the Luxembourg Stock Exchange and/or any other stock exchange, are not or may not be currently eligible for listing or trading on or by such exchange or competent authority ("Derivative Instruments") or such other form as may be determined by the Issuer, the Arranger and any Dealer in respect of such Alternative Investments and (unless otherwise specified in the relevant Alternative Memorandum and/or Constituting Instrument) will be secured in a manner similar to that described under Condition 4 of the Notes, *mutatis mutandis*, or in such other manner as may be determined by the Issuer, the Arranger and any Dealer in respect of such Alternative Investments. In all cases the recourse of the creditors or obligees in respect of such Alternative Investments and (if applicable) each Counterparty will be limited in recourse to certain assets (if any) available to such Series of Alternative Investments – see "**Limited Recourse**" below. The terms and conditions and form of, and security (if any) for, each Alternative Investment will be as set out in the relevant Alternative Memorandum and/or Constituting Instrument. The Issuer may also enter into swaps or other derivative transactions ancillary to such Alternative Investments in a similar manner to the Charged Agreements relating to the Notes, such transactions and any Counterparty to them will be specified in the relevant Alternative Memorandum and/or Constituting Instrument. Alternative Investments will only be admitted to trading on the Irish Stock Exchange, the Luxembourg Stock Exchange or any other exchange to the extent permissible under the rules of the relevant exchange. As of the date of this Programme Memorandum, the guidelines of the Irish Stock Exchange do not permit the admission to trading of Derivative Instruments.

Arranger(s):

In relation to the Programme, Banco Bilbao Vizcaya Argentaria, S.A. and/or in relation to a particular Series or Tranche of Notes, such other arranger(s) as may be specified in the applicable Series Memorandum.

Dealer(s):

In relation to a particular Series or Tranche of Notes, Banco Bilbao Vizcaya Argentaria, S.A. and/or such other persons as are specified as a "**Dealer**" in the applicable Series Memorandum.

Mortgage Property:

Unless otherwise specified in the relevant Series Memorandum, the Notes of each Series or Tranche issued under the Programme will be secured in the manner set out

in Condition 4 under the “**Terms and Conditions of the Notes**” below, including by way of (i) a first fixed charge on, and/or an assignment by way of security of or other security interest over, the relevant Charged Assets (as more particularly described below) and on all rights and sums derived therefrom, (ii) an assignment by way of security of the Issuer's rights against the Custodian (as defined below) with respect to the Charged Assets relating to such Series under the relevant Custody Agreement (as defined herein) and a first fixed charge on all funds in respect of the Charged Assets relating to such Series held from time to time by the Custodian, (iii) a first fixed charge on all funds held from time to time by the Principal Paying Agent or, as the case may be, the Registrar (each as defined below) to meet payments due under the Notes of such Series or Tranche, (iv) an assignment by way of security of the Issuer's rights, title and interest under the relevant Agency Agreement, (v) an assignment by way of security of the Issuer's rights, title and interest against each Arranger and each Dealer under the relevant Placing Agreement and against the seller of the Charged Assets under the relevant Charged Assets Sale Agreement and all sums derived therefrom in respect of the Notes of such Series or Tranche, and may also be secured by an assignment by way of security of the Issuer's rights under any Charged Agreement (as more particularly described below), together with such additional security (if any) as may be described in the applicable Series Memorandum.

The obligations of the Issuer to the Counterparty under any Charged Agreement will also be secured by certain assets comprised in the Mortgaged Property. The relative priority of claims of Noteholders and each relevant Counterparty will be specified in the applicable Series Memorandum or, if not so specified, Counterparty Priority (as defined in Condition 4(d)) will apply.

Currencies:

Subject to compliance with all relevant laws, regulations and directives, and, in the case of a Series or Tranche of Notes which is or are to be rated, the requirements of any relevant recognised debt rating agency, Notes may be denominated or payable in such currency or currencies or national currency units (as appropriate) as the Issuer and the Arranger may agree from time to time. Issues of Notes in respect of which the issue proceeds are accepted in the United Kingdom shall comply with all applicable laws and regulations of the United Kingdom authorities – see “**General Information**” herein.

Trustee:

Deutsche Trustee Company Limited or such other person as is specified in the applicable Series Memorandum as the Trustee in relation to a Series or Tranche of Notes (the “**Trustee**”).

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Issue Agent:

In relation to a Series or Tranche of Notes, Banco Bilbao Vizcaya Argentaria, S.A. or such other person as is specified in the applicable Series Memorandum will act as issuing agent (the “**Issue Agent**”).

Principal Paying Agent:	In relation to a Series or Tranche of Notes, Banco Bilbao Vizcaya Argentaria, S.A. or such other person as is specified in the applicable Series Memorandum will act as principal paying agent (the “Principal Paying Agent”).
Interest Calculation Agent:	If a calculation agent is required for the purposes of determining the rate of interest in relation to a Series or Tranche of Notes, Banco Bilbao Vizcaya Argentaria, S.A. or such other person as is specified in the applicable Series Memorandum will act as interest calculation agent (the “Interest Calculation Agent”).
Paying Agents:	<p>In relation to the Notes of a Series or Tranche, the Principal Paying Agent, together with each other person (if any) as may be specified in the applicable Series Memorandum will act as paying agents (each a “Paying Agent”).</p> <p>Banco Bilbao Vizcaya Argentaria, S.A. or any other person as may be specified in the applicable Series Memorandum. in relation to any Series of Notes which are admitted to trading on the Irish Stock Exchange, will act as Paying Agent in respect of that Series of Notes.</p> <p>Deutsche Bank Luxembourg S.A. or any other person in Luxembourg as may be specified in the applicable Series Memorandum in relation to any Series of Notes which are admitted to trading on the Luxembourg Stock Exchange, will, for as long as the Series of Notes are listed thereon and the rules of the Luxembourg Stock Exchange so require, act as Paying Agent in Luxembourg in respect of that Series of Notes.</p>
Registrar:	If a registrar (the “Registrar”) is required in relation to the Notes of a Series or Tranche in registered form, the Registrar will be Banco Bilbao Vizcaya Argentaria , S.A., or such other person as is specified in the applicable Series Memorandum.
Transfer Agents:	<p>If transfer agents (the “Transfer Agents”) are required in respect of a Series or Tranche of Notes in registered form, the Transfer Agents will be specified in the applicable Series Memorandum.</p> <p>Deutsche Bank Luxembourg S.A. or any other person in Luxembourg as may be specified in the applicable Series Memorandum in relation to any Series of Notes which are listed on the Luxembourg Stock Exchange, will, for as long as the Series of Notes are listed thereon and the rules of the Luxembourg Stock Exchange so require, act as Transfer Agent in Luxembourg in respect of that Series of Notes.</p>
Determination Agent:	If a determination agent (a “Determination Agent”) is required in relation to any Series or Tranche of Notes, Banco Bilbao Vizcaya Argentaria S.A. or such person as is specified in the applicable Series Memorandum will act as such.
Collateral Agent:	In relation to the Notes of a Series or Tranche where Replacement and/or Substitution of Charged Assets is

applicable (as more particularly described below), Banco Bilbao Vizcaya Argentaria S.A. or such person as is specified in the applicable Series Memorandum as the **“Collateral Agent”**.

Counterparty:	In relation to the Notes of a Series or Tranche where there is one or more Charged Agreements, such person(s) as is/are specified in the applicable Series Memorandum as a “Counterparty” will act as such.
Custodian:	In relation to the Charged Assets relating to the Notes of a Series or Tranche, Banco Bilbao Vizcaya Argentaria, S.A. or such other person as is specified in the applicable Series Memorandum as the “Custodian” will act as such.
Realisation Agent:	If a realisation agent (a “Realisation Agent”) is required in relation to the Notes of a Series or Tranche, the Realisation Agent will be Banco Bilbao Vizcaya Argentaria, S.A. unless otherwise specified in the applicable Series Memorandum and will be appointed on the terms set out in these Conditions, the Series Memorandum and the applicable Agency Agreement.
Maturities:	Any maturity as the Issuer and the Arranger may agree from time to time subject to compliance with all relevant laws, regulations and directives.
Issue Price:	Notes may be issued at par or at a discount or premium to par.
Method of Issue:	Notes may be issued on a continuous basis in Series with no minimum size subject to compliance with all relevant laws, regulations and directives, including, without limitation, any applicable requirements of the Irish Stock Exchange, the Luxembourg Stock Exchange and/or any other relevant stock exchange or competent authority on or by which the Notes of a Series are intended to be admitted to trading. Each Series may be issued in one or more tranches (each a “Tranche”) on the same issue date or on different issue dates. Further Notes (as defined below) may also be issued as part of an existing Series. Notes may be issued on a syndicated or non-syndicated basis.
Form of Notes:	<p>The Notes may be issued in bearer form only (“Bearer Notes”), in bearer form exchangeable for Notes in registered form (“Exchangeable Bearer Notes”) or in registered form only (“Registered Notes”).</p> <p>Each Series of Bearer Notes or Exchangeable Bearer Notes will initially be represented by a Temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “Summary of the Programme - Selling Restrictions”) and otherwise such Series will be represented by a Permanent Global Note. Temporary Global Notes and</p>

Permanent Global Notes will be exchangeable for definitive Notes in the limited circumstances set out herein. References to “Global Notes” shall be deemed to include Temporary Global Notes and/or Permanent Global Notes. See “Form of the Notes”.

Registered Notes will be represented by Registered Certificates and/or by a Global Registered Certificate (as each term is defined under “Terms and Conditions of the Notes”) which will be registered in the name of a nominee for Euroclear and Clearstream, Luxembourg or in any clearing system specified in the applicable Constituting Instrument. Definitive Exchangeable Bearer Notes are exchangeable for definitive Registered Notes only if and to the extent so specified in the relevant Series Memorandum. Definitive Registered Notes will not be exchangeable for Bearer Notes or an interest therein.

In relation to Notes in definitive form, references in this Programme Memorandum to “**Noteholder**” means the bearer of any Bearer Note and the Receipts (as defined under “Terms and Conditions of the Notes”) relating to it or the person in whose name a Registered Note is registered (as the case may be) and to “**holder**” (in relation to a Note, Receipt, Coupon or Talon) (as each term is defined under “Terms and Conditions of the Notes”) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be).

Denomination of Notes:	Subject to compliance with all relevant laws, regulations and directives, definitive Notes will be in such denominations as may be specified in the relevant Series Memorandum.
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates and at a rate specified in the applicable Series Memorandum.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate set separately for the Notes of each Series or Tranche by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the applicable Series Memorandum) as adjusted for any applicable spread and will be payable in arrear on the date or dates specified in the applicable Series Memorandum.
Zero Coupon Notes:	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest (except as provided in Condition 6(d)).
Partly Paid Notes:	Partly Paid Notes will have special provisions for payments in respect of principal and interest while the Notes are not fully paid-up as provided in the applicable Series Memorandum.
Variable Coupon Amount Notes:	The Series Memorandum issued in respect of the Notes of each Series or Tranche which comprise Variable Coupon Amount Notes will specify the basis for calculating the amounts of interest payable, which may be by reference to a

debt, equity or commodity index or as otherwise provided in the applicable Series Memorandum.

Index Linked:

The Issuer will make payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index Linked Notes calculated by reference to such index and/or formula as specified in the applicable Series Memorandum.

Credit Linked Notes:

Payments in respect of principal and interest and the date of redemption of Credit Linked Notes are dependent on whether one or more credit events in respect of one or more reference obligations and reference entities, as specified in the applicable Series Memorandum, has occurred.

Equity Linked Notes:

The Issuer will make payments of principal in respect of Equity Linked Notes calculated by reference to the value of an underlying share and/or a formula as specified in the applicable Series Memorandum.

Interest Rates:

Notes may have a maximum interest rate, a minimum interest rate or both.

Variable Redemption Amount Notes:

The Series Memorandum issued in respect of the Notes of each Series or Tranche which comprise Variable Redemption Amount Notes will specify the basis for calculating the amounts payable on redemption, which may be by reference to a debt, equity or commodity index or as otherwise provided in the applicable Series Memorandum.

Other Notes:

Terms other than as described in this summary applicable to any Notes which the Issuer and the Arranger may agree to issue under the Programme will be set out in the applicable Series Memorandum.

Redemption by Instalments:

The Series Memorandum issued in respect of the Notes of each Series or Tranche which are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

Mandatory Redemption:

If (i) (a) any of the Charged Assets in respect of a Series or any amounts outstanding thereunder become due and repayable, or become capable of being declared due and repayable (in whole or in part), prior to their stated date of maturity or other date or dates for their payment or repayment or (b) any obligor in respect of the Charged Assets fails to make, when and where due, in the currency and manner due, any payment of any amount under the Charged Assets without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Charged Assets (as provided for in the terms and conditions of the Charged Assets as at the date such Charged Assets become a Charged Asset) or if the Counterparty determines in its sole discretion that any other event or condition has occurred which with the giving of notice or lapse of time or both would constitute a default,

event of default or other termination event under or in respect of such Charged Assets, or (c) any obligor in respect of the Charged Assets (or any government de facto or de jure or governmental authority in the jurisdiction of organisation of such obligor) disaffirms, disclaims, repudiates or rejects in whole or part or challenges the validity of one or more obligations of such obligor (whether or not including the Charged Assets) or declares or imposes currency controls or a moratorium, standstill or deferral whether de facto or de jure with respect to one or more such obligations or, (ii) if the Charged Assets comprise any agreement of the type contemplated in the definition herein of Charged Agreement, such agreement is, or becomes capable of being, terminated by any party thereto, in each case whether or not by reason of an event of default (howsoever described) thereunder or if there is a payment default in respect of such agreement without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such agreement, or (iii) the Issuer satisfies the Trustee that the performance of its obligations under the Notes or ancillary thereto has or will become unenforceable, illegal or otherwise prohibited in whole or in part as a result of the Issuer's compliance with any applicable present or prospective law, rule, regulation, judgment, order or directive of, or in, any jurisdiction or any governmental administrative, legislative or judicial power or the interpretation thereof, and/or (iv) any other event as may be specified as an **"Additional Mandatory Redemption Event"** in the applicable Series Memorandum or Supplementary Programme Memorandum has occurred, the security for the Notes may become enforceable and if such security does become enforceable, the Notes shall be redeemed in full unless otherwise stated in the Series Memorandum or Supplementary Programme Memorandum (always subject as provided in **"- Limited Recourse"** below).

Optional Redemption:

The Series Memorandum issued in respect of each issue of Notes of a Series or Tranche will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer and/or the Noteholders (either in whole or in part) and, if so, the terms applicable to such redemption.

Early Redemption:

Except as provided in **"Redemption by Instalments"**, **"Mandatory Redemption"** and **"Optional Redemption"** above, Notes will be redeemable prior to maturity only (i) for taxation reasons, or (ii) upon termination of the relevant Charged Agreement (if any) on the date of such termination, or (iii) in such circumstances as are specified in Condition 9 of the Notes.

Status of Notes:

The Notes of each Series will be limited recourse obligations of the Issuer ranking *pari passu* with the Notes of the same Series and without preference among themselves (save in the case of a Series comprising more than one class of Note, in which case the Notes of each such class will rank *pari passu* and without preference among themselves but not, save to the extent specified in the applicable Series Memorandum, with Notes of another class comprised in such

Series; in such a case, the ranking and preference of each class of Notes will be as specified in the relevant Series Memorandum). (See also “**Security**” above.)

Charged Assets:

The Charged Assets in relation to a Series of Notes are those which are specified as such in the relevant Series Memorandum and which may comprise, without limitation, (i) debt securities or negotiable instruments (including, without limitation, bonds, commercial paper, notes, debentures, deposits, promissory notes, certificates of deposit or bills of exchange) of any form, denomination, type and issue, (ii) shares, stock or other equity securities of any form, denomination, type and issuer, (iii) the benefit of loans, evidences of indebtedness or other rights whatsoever, contractual or otherwise (including, without limitation, sub-participation, documentary or standby letters of credit or swap, option, exchange or other arrangements of the type contemplated in the description of “**Charged Agreement**” below) assigned or transferred to or otherwise vested in, or entered into by, the Issuer or (iv) any other assets all as may be more particularly specified in the applicable Series Memorandum.

The Series Memorandum issued in respect of a Series or Tranche of Notes may specify that all or some of the Charged Assets for such Series may be substituted for certain other assets or that certain assets may be added to such Charged Assets, in which case the terms on which the same may occur will be set out in such Series Memorandum.

Charged Agreement:

Each Charged Agreement (if any) in relation to a Series of Notes will comprise those agreements which are specified as such in the relevant Series Memorandum. Any such agreement may comprise an interest rate and/or cross-currency swap transaction, total return swap, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, currency option, forward purchase or sale agreement, credit default swap, credit default option or any other transaction providing for the payment of money and/or the delivery of securities or other assets (present or future, actual or contingent) (including any option with respect to any of the foregoing transactions) and any combination of the foregoing transactions entered into in connection with a particular Series. The Series Memorandum for any Series of Notes may, subject in the case of a rated Series to the requirements of any relevant recognised debt rating agency, require the Counterparty to any Charged Agreement with the Issuer to deposit security, collateral or margin, or to provide a guarantee, in respect of its obligations under such Charged Agreement in the circumstances specified in such Series Memorandum. However, in the absence of such a requirement no such security, collateral, margin or guarantee will be made or provided.

The Charged Agreement for one Series of Notes may, if so specified in the applicable Series Memorandum, also constitute a Charged Agreement for one or more Related Series.

**Replacement and/or Substitution
of Charged Assets:**

If so specified in the applicable Series Memorandum in relation to a Series, the Counterparty may, in the manner specified in the relevant Series Memorandum, request that there be substituted for any of the securities or other assets for the time being forming all or part of the Charged Assets in relation to that Series (“**Replaced Assets**”) other securities or assets of a type or types (or combination of such type or types) having a maturity date or maturity dates (as the case may be) and having a market value or nominal value (as the case may be) (a “**Replacement Value**”) and other features (if any) as specified in the relevant Series Memorandum (“**Replacement Assets**”).

In addition, if so specified in the relevant Series Memorandum in relation to a Series, if the securities or other assets, which comprise all or part of the Charged Assets for a Series of Notes, have a maturity or expiry date which falls prior to the maturity date or other date for redemption of the Notes of such Series, and there is no provision requiring early redemption in such event, then the proceeds of redemption received upon maturity or expiry of such Charged Assets shall, subject to and in accordance with the relevant Series Memorandum, be applied on behalf of the Issuer either:

- (i) in the purchase of further securities and/or other assets of a type or types (or combination of such type or types), having a maturity or expiry date and having a market value or nominal value (as the case may be) (a “**Substitute Value**”) specified in the applicable Series Memorandum (“**Substitute Assets**”); and/or
- (ii) by crediting such proceeds of redemption to an interest bearing deposit account in the name of the Custodian (the “**Deposit Account**”) opened by the Custodian with a bank or other financial institution specified in the relevant Series Memorandum on terms that, pending application of the funds standing to the credit of such Deposit Account in the purchase of Substitute Assets, such funds shall be guaranteed to earn a minimum rate of interest as specified in the relevant Series Memorandum. Funds credited to the Deposit Account from time to time (including capitalised interest) shall be debited from the Deposit Account on or before the Maturity Date or other date for redemption of the Notes to be applied by the Issuer in connection with such redemption or in making payment under any Charged Agreement as the case may require or as specified in the Series Memorandum.

New Series:

The holders of an existing Series of Notes (the “**Existing Series**”) may, with the consent of any relevant Counterparty, and, if so specified in the relevant Series Memorandum, jointly elect to exchange that Existing Series for a new Series of Notes (the “**New Series**”) to be issued by the Issuer. Any Charged Agreement in respect of such Existing Series so exchanged will be terminated and the security for the New Series will be that constituted by the Constituting Instrument in relation to the Existing Series (other than the security interest in any Charged Agreement so terminated) and, if appropriate, on further Charged Agreement(s) to be entered into in connection with the New Series, all as specified in the relevant Series Memorandum and as approved in writing by the Trustee.

Purchase:

Unless the applicable Series Memorandum in respect of the relevant Series of Notes provides otherwise, all or part of the Notes of that Series may be purchased by the Issuer. On such a purchase, any relevant Charged Agreement (or part thereof in the case of a partial purchase) will be terminated and the Counterparty will make any payment due from it to the Issuer or, as the case may be, the Issuer will make any payment due to the Counterparty, in each case pursuant to the termination of such Charged Agreement (or part thereof in the case of a partial purchase), unless the payee shall have waived its rights in writing to the making of any such payment or agreed in writing that such payment shall not be required to be made.

Fungible Issues:

Unless otherwise provided in the relevant Series Memorandum the Issuer may from time to time issue Further Notes (as defined in Condition 16) of any Series on the same terms as Existing Notes (as defined in Condition 16) and on terms that such Further Notes shall be consolidated and form a single Series with such Existing Notes of the same Series; provided that unless otherwise approved by Extraordinary Resolution of Noteholders of the relevant Series, the Issuer shall provide additional assets as security for such Further Notes and Existing Notes in accordance with Condition 16.

Collection of Payments:

Payments of interest and principal (and any other moneys or assets received) in respect of the Charged Assets will be credited to the account of or otherwise paid or delivered to the Custodian specified in the Series Memorandum, save as otherwise specified therein. The Custodian will apply the amount of such moneys or assets which represents the obligations of the Issuer under any Charged Agreement to the account of any relevant Counterparty designated for such purpose (which shall initially be the account (if any) specified in the Series Memorandum as the Counterparty's Account) or otherwise as specified in the relevant Charged Agreement, save as otherwise specified in the relevant Series Memorandum. All moneys or assets representing the obligations of the relevant Counterparty under any Charged Agreement or, in the event that there is no Charged Agreement, all moneys or assets collected by the Custodian in respect of the Charged Assets as aforesaid shall be applied in payment and/or delivery to the Principal Paying

Agent or the Registrar, as the case may be, for payment and/or delivery in respect of the Notes, save as otherwise specified in the relevant Series Memorandum and subject as provided in Condition 4 under “**Terms and Conditions**” below.

Negative Pledge:

There will be no negative pledge.

Restrictions:

So long as any Notes or Alternative Investments remain outstanding, the Issuer will not, without the prior written consent of the Trustee and each Counterparty, incur any other indebtedness for borrowed moneys or engage in any business (other than as contemplated by the Programme Memorandum); have any subsidiaries or employees; declare or pay any dividends or make any distribution to its shareholders (other than out of funds standing to the Issuer Dutch Account); purchase, own, lease or otherwise acquire any real property; consolidate or merge with any other person; convey or transfer its properties or assets to any person (other than as set out in this Programme Memorandum) or issue any shares (other than such shares as were in issue on 31 March 2003)).

Indebtedness:

The Issuer may incur indebtedness for borrowed money, by or in connection with the issue of Notes or the making of Alternative Investments for the purposes of financing the acquisition of Charged Assets (or the equivalent thereof) as permitted by the Programme Memorandum relating to the Issuer. Such Charged Assets may (but need not) comprise solely a derivative transaction. In addition, the Issuer may incur indebtedness for borrowed money for the purposes of financing the acquisition of any asset, right or thing or for making payments under any obligation whatsoever where it is stated that there are no Charged Assets in the terms and conditions applicable to the relevant Notes or Alternative Investments, provided that the obligations of the Issuer with respect to the Notes, Receipts and Coupons (if any) or Alternative Investments of the Series concerned are limited recourse obligations, as described below.

Cross Default:

None.

Taxation:

Each Noteholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes or Alternative Investments. Unless otherwise specified in the applicable Series Memorandum or (if required) Alternative Memorandum, the Issuer will not pay any additional amounts to Noteholders or parties to Alternative Investments to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer or any Paying Agents (see Condition 17 under “**Terms and Conditions of the Notes**”) or Alternative Investments. In addition, in the event that a payment in respect of the Notes or Alternative Investments is or

becomes subject to a withholding or deduction for or on account of any taxes, no additional amount will be payable to Noteholders or parties to Alternative Investments as a result of such withholding or deduction.

Events of Default:

The Events of Default which apply to the Notes are set out in Condition 9 under “**Terms and Conditions of the Notes**” below.

Limited Recourse:

The obligations of the Issuer with respect to the Notes, Receipts and Coupons (if any) of a Series or the Alternative Investments are limited recourse obligations. If:

- (i) the net proceeds of the security for any Series of Notes or Alternative Investments, having become enforceable in accordance with the Conditions of the Notes of such Series or such Alternative Investments; or
- (ii) (if there is no security but the Issuer’s obligations are nevertheless limited in recourse to an amount equal to the net proceeds of sale or realisation of a specified asset or pool of assets attributed to such Series or Alternative Investments (“**Charged Assets**”)), the moneys available to the Issuer in respect of such Series;

are not (in either case) sufficient to make all payments due in respect of the Notes, Receipts and Coupons (if any) of such Series or the Alternative Investments and for the Issuer to meet its obligations (if any) in respect of the termination of any Charged Agreement in respect of that Series or Alternative Investments, the other assets of the Issuer (including, without limitation, assets securing, or attributable to, any other Series of Notes or Alternative Investments) will not be available for payment of any shortfall arising therefrom. Any such shortfall shall, unless otherwise specified in the applicable Series Memorandum or (if required) Alternative Memorandum (in relation to a Series of Notes or Alternative Investments), be borne by the Noteholders, the Receiptholders, the Couponholders, the party to the Alternative Investments and by any Counterparty (if any) as specified in the applicable Series Memorandum or, if applicable, Alternative Memorandum and/or Constituting Instrument. Claims in respect of any shortfall remaining after sale or realisation of the security or Charged Assets in relation to such Series of Notes or Alternative Investments and application of the proceeds of such enforcement, in accordance with the Trust Deed (as defined below) in relation to such Series of Notes and the Conditions of the Notes of that Series or the Constituting Instrument of the Alternative Investment, shall be extinguished and failure to make any payments in respect of such shortfall shall not constitute an Event of Default with respect to the Notes or any other Series of Notes or any Alternative Investments.

Other provisions:

The applicable Series Memorandum may include provisions which complete, amend, supplement or vary the terms and conditions set out under “**Terms and Conditions of the Notes**” below as they apply to the Notes or may specify one or more other documents as doing so. In particular, such provisions may include credit related features which may include defined terms such as “**Reference Security**”, “**Reference Entity**” and, relating to the Issuer, “**Credit Event**”. References in the Programme Memorandum to such terms in relation to the Issuer are to those terms as defined in the relevant Series Memorandum.

Admission to trading:

Application will be made to the Irish Stock Exchange to permit Notes or Alternative Investments issued during the period of twelve months from the date of this Programme Memorandum to be admitted to the Official List of the Irish Stock Exchange. Application will be made to request that the Financial Regulator notify Commission de Surveillance du Secteur Financier (the “CSSF”) in accordance with Article 18 of the Prospectus Directive. Following notification to the CSSF, it is intended that this Programme Memorandum be valid for listing Notes on the regulated market of the Luxembourg Stock Exchange. In addition, application may be made for certain series of Notes or Alternative Investments to be admitted to trading on any other exchange. Not admitted to trading Notes or Alternative Investments may also be issued under the Programme.

Rating:

The Programme is not rated but a Series of Notes or Alternative Investments may be rated by one or more recognised debt rating agencies. The relevant Series Memorandum or (if required) Alternative Memorandum will state whether or not a Series of Notes or Alternative Investments is, or is anticipated to be, rated by any rating agency.

Governing Law:

English law unless otherwise provided in the applicable Series Memorandum or, if applicable, Alternative Memorandum and/or Constituting Instrument.

Selling Restrictions:

There are restrictions on the offer or sale of Notes and the distribution of offering material - see “**Subscription and Sale**” below. The applicable Series Memorandum or Alternative Memorandum in relation to the Notes of a particular Series or Tranche or in relation to Alternative Investments may contain additional or other restrictions on the offer or sale of, or grant of a participation in, Notes of the relevant Series or Tranche or the relevant Alternative Investments.

In addition, the offer of Notes has not been registered with the Comisión Nacional del Mercado de Valores in the Kingdom of Spain. Accordingly, the Notes may not be offered or sold in the Kingdom of Spain nor any document or offering material may be distributed in the Kingdom of Spain or targeted to Spanish resident investors save in compliance and in accordance with the requirements of the Spanish

Securities Market Law, as amended and restated and supplemental rules enacted thereunder.

Irish Listing Agent:

Banco Bilbao Vizcaya Argentaria, S.A..

Luxembourg Listing Agent:

Deutsche Bank Luxembourg S.A.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions (the “**Master Conditions**”) which, subject to completion and amendment and as supplemented, modified or restated in accordance with the provisions of the relevant Constituting Instrument and save for the italicised text, will be incorporated by reference into the Trust Deed constituting the Series or Tranche of Notes and endorsed on Notes in definitive bearer form (if any). The relevant Series Memorandum will indicate, or set out in full, those provisions of these Master Conditions, and the amendments, modifications and the supplementary provisions to such Master Conditions or any restatement thereof, which are, in each case, applicable to the Notes of such Series or Tranche. References in the Master Conditions to “**Notes**” are to the Notes of one Series only, not to all Notes which may be issued under the Programme. **These Master Conditions are not necessarily intended to apply to Alternative Investments. The terms and conditions of any Alternative Investments will be set out in the relevant Alternative memorandum and/or Constituting Instrument thereof.***

The Notes of the Series (as defined below) of which this Note forms a part (in these Terms and Conditions, the “**Notes**”) are constituted, governed and secured (where applicable) by or pursuant to a constituting instrument relating to the Notes (the “**Constituting Instrument**”) dated the Issue Date (as defined in Condition 6(k)) between the “**Issuer**” (as defined in the Constituting Instrument), each person (if any) named therein as a counterparty (each a “**Counterparty**”, which expression as used herein shall mean all or any of such persons, as the case may be), the “**Trustee**” (as defined in the Constituting Instrument and which expression shall include all persons for the time being the trustee or trustees under the Trust Deed, as defined below) and other parties (if any) named therein. The Constituting Instrument constitutes and (where applicable) secures the Notes by the creation of a trust deed (the “**Trust Deed**”) on the terms (as amended, modified and/or supplemented by the Constituting Instrument) set out in the master trust terms (the “**Master Trust Terms**”) as specified in the Constituting Instrument. By executing the Constituting Instrument, the Issuer has entered into a custody agreement in respect of the Notes (the “**Custody Agreement**”), with the “**Custodian**” (as defined in the Constituting Instrument), the Trustee and each Counterparty on the terms (as amended, modified and/or supplemented by the relevant Constituting Instrument) set out in the master custody terms (the “**Master Custody Terms**”) as specified in the Constituting Instrument. By executing the Constituting Instrument, the Issuer has also entered into an agency agreement (the “**Agency Agreement**”) with one or more of the parties defined in the Constituting Instrument as the “**Issue Agent**”, the “**Principal Paying Agent**”, the “**Interest Calculation Agent**”, the “**Determination Agent**”, the “**Collateral Agent**”, the “**Realisation Agent**”, the “**Registrar**”, the “**Transfer Agent**” (which term may include more than one Transfer Agent) and any other “**Paying Agents**” (such other Paying Agents being defined as such together with the Principal Paying Agent), the Trustee and the Counterparty (if any), on the terms (save as amended, modified and/or supplemented by the relevant Constituting Instrument) set out in the master agency terms (the “**Master Agency Terms**”) as specified in the Constituting Instrument. Banco Bilbao Vizcaya Argentaria, S.A., or any other person as may be specified in the applicable Constituting Instrument in relation to any Series of Notes which are admitted to trading on the Irish Stock Exchange, will, for as long as the Series of Notes are admitted to trading thereon, act as Paying Agent in respect of that Series of Notes. Deutsche Bank Luxembourg S.A, or any other person in Luxembourg as may be specified in the applicable Constituting Instrument in relation to any Series of Notes which are listed on the Luxembourg Stock Exchange, will, for as long as the Series of Notes are listed thereon and the rules of the Luxembourg Stock Exchange so require, act as Paying Agent or, as the case may be, Transfer Agent in Luxembourg in respect of that Series of Notes.

Statements in these terms and conditions (the “**Conditions**”) are summaries of, and subject to, the detailed provisions appearing in the Trust Deed relating to the Notes and, if it is stated in the Constituting Instrument that the Notes are issued with the benefit of one or more additional instruments (each an “**Additional Charging Instrument**”) creating security interests over the Charged Assets (as defined in Condition 4(a)), each Additional Charging Instrument. Copies of the Master Trust Terms, the Master Agency Terms and the Master Custody Terms, the Constituting Instrument in relation to the Notes and, if applicable, of each Additional Charging

Instrument are available for inspection at the registered office of the Trustee and at the specified offices of the Paying Agents, the Registrar and the Transfer Agents (in each case, if any) in connection with the Notes. In respect of the Notes, references herein to the **“Issue Agent”**, to the **“Principal Paying Agent”** or to the **“Registrar”** shall include, respectively, any successor Issue Agent, Principal Paying Agent or Registrar and references herein to the **“Paying Agents”**, to the **“Transfer Agents”**, the **“Realisation Agent”** the **“Collateral Agent”** or to the **“Custodian”** shall include, respectively, any successor or additional Paying Agents, Transfer Agents, Collateral Agent or Custodian, in each case appointed in accordance with the Agency Agreement or, as the case may be, the Custody Agreement. In respect of the Notes, references herein to **“Agents”** are to the Issue Agent, the Principal Paying Agent, the other Paying Agents, the Interest Calculation Agent, the Registrar, the Transfer Agents, the Custodian, the Collateral Agent, the Determination Agent, the Realisation Agent and each other agent appointed in accordance with the Agency Agreement or, as the case may be, the Custody Agreement, as applicable. The holders of the Notes and the holders of the interest coupons (the **“Coupons”**) (if any) appertaining to interest bearing Notes in bearer form (the **“Couponholders”**, which expression includes the Talonholders and the Receiptholders referred to below), the holders of talons (the **“Talons”**) (if any) for further coupons attached to such Notes (the **“Talonholders”**) and the holders of instalment receipts (the **“Receipts”**) appertaining to the payment of principal by instalments (the **“Receiptholders”**) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed relating to the Notes and, if applicable, any Additional Charging Instrument and to have notice of those provisions of the Custody Agreement, the Agency Agreement and the Charged Agreement (as defined in Condition 4(b)) applicable to them. References herein to the **“Arranger”** and the **“Dealers”** are to the person or person(s) specified as such in the relevant Constituting Instrument acting in its or their capacity as such and references to the **“Programme Memorandum”** are references to this Programme Memorandum, as amended, supplemented, restated and replaced from time to time.

The Constituting Instrument will state whether the Issuer has entered into a Charged Agreement with respect to a Series, in the absence of which the Conditions of such Series shall be construed as if references to any Counterparty and any Charged Agreement were not applicable.

References in these Conditions to (i) **“principal”** shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 or any amendment or supplement to it; (ii) **“interest”** shall be deemed to include all Interest Amounts (as defined in Condition 6(k)) and all other amounts in the nature of interest payable pursuant to Condition 6 or any amendment or supplement to it; (iii) unless the relevant Constituting Instrument provides otherwise, a **“Series”** shall be construed as a reference to Notes which are denominated in the same currency (or, in the case of Dual Currency Notes, which have identical provisions relating to the currency in which payments are or may be made in respect thereof), have the same issue date, the same maturity date and bear interest (if any) or have a discount on the same basis or at the same rate (except in respect of the first payment of interest) and on terms otherwise identical; and (iv) a **“Tranche”** shall be construed as a reference to a tranche of Notes which form part of the same Series as Notes comprised in another Tranche. References to the **“Conditions”** shall be construed in relation to a Series as a reference to these Conditions as amended, supplemented or restated in relation to such Series by the relevant Constituting Instrument.

The master definitions (the **“Master Definitions”**) as specified in the Constituting Instrument will apply for the purposes of interpretation of the Conditions, except as expressly provided therein or as the context otherwise requires. References herein to the **“Placing Agreement”** in relation to the Notes are to the relevant Placing Agreement between the Issuer and the Arranger and/or Dealers as constituted by the Constituting Instrument and references to the **“Charged Assets Sale Agreement”** are to the relevant Charged Assets Sale Agreement between the Issuer and the seller of the Charged Assets as constituted by the Constituting Instrument.

1. Form, Denomination and Title

(a) *Bearer Notes*

- (1) If it is specified in the Constituting Instrument that Notes are in bearer form ("**Bearer Notes**"), the Bearer Notes if issued in definitive form shall be serially numbered in an Authorised Denomination (as defined in Condition 1(c)), and shall be D Notes (as defined below) unless specified in the Constituting Instrument that the Notes are C Notes (as defined below). The principal amount of each Note will be specified on its face.

No Bearer Note may be offered, sold or delivered within the United States or to or for the account of a U.S. Person (a "**U.S. Person**") (as defined in Section 7701 of the United States Internal Revenue Code).

- (A) Each Series of Bearer Notes or a Tranche thereof issued pursuant to Section 1.163-5(c)(2)(i)(D) of the Treasury Regulations under the United States Internal Revenue Code of 1986, as amended ("**D Notes**") will initially be represented by one or more notes in temporary global form (a "**Temporary Global Note**") without Receipts, Coupons or Talons, and each Series of Bearer Notes or a Tranche thereof issued pursuant to Section 1.163-5(c)(2)(i)(C) of the Treasury Regulations under the United States Internal Revenue Code of 1986, as amended ("**C Notes**") will be represented by one or more notes in permanent global form (a "**Permanent Global Note**") and, together with the Temporary Global Notes, the "**Global Notes**") without Receipts, Coupons or Talons or by definitive Bearer Notes. The Global Notes will be delivered to a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**").

Any reference herein to Euroclear or Clearstream, Luxembourg shall, wherever the context permits, be deemed to include a reference to any additional or alternative clearing system as specified in the applicable Series Memorandum in which beneficial interests in the Notes are for the time being recorded (an "**Alternative Clearing System**") and shall include any successor in business to Euroclear or Clearstream, Luxembourg or any such Alternative Clearing System.

Any reference in this Condition 1(a) to a Permanent Global Note shall be deemed to be a reference to a Permanent Global Note representing either D Notes or C Notes, as the context requires, and any reference herein to a Note shall be deemed to be a reference to a D Note or a C Note, as the context requires.

If a date for the payment of interest on any Bearer Note occurs while such Bearer Note is represented by a Temporary Global Note, the related interest payment will be made (against presentation of the Temporary Global Note only to the extent that certification of non-U.S. beneficial ownership (in the form set out in the Temporary Global Note) has been received by Euroclear or Clearstream, Luxembourg. Interests in a Temporary Global Note will be exchangeable for interests in a Permanent Global Note or for definitive Bearer Notes, with, where applicable, Receipts, Coupons and Talons attached in the circumstances and subject to the conditions specified in the Constituting Instrument, not earlier than the first day (the "**Exchange Date**") following the 40 day period commencing on the original issue date of the Notes (the "**40-Day Restricted Period**"), provided that certification of non-U.S. beneficial ownership has been received. Save for payments of interest as described above, no payments will be made on a Temporary Global Note unless, upon due presentation of a Temporary Global Note for exchange (together with certification of non-U.S. beneficial ownership), delivery of a Permanent Global Note (or, as the case may be, an interest herein) or definitive Bearer Notes is improperly withheld or refused and such withholding or refusal is continuing at the relevant due date for payment.

Payments of principal or interest (if any) in respect of a Permanent Global Note will be made through Euroclear or Clearstream, Luxembourg or the relevant Alternative Clearing System (against presentation or surrender of the Permanent Global Note). A Permanent Global Note will, if so provided in the relevant Constituting Instrument be exchangeable, in whole but not in part, for definitive Bearer Notes with, where applicable, Receipts, Coupons and Talons attached (i) on request from the Trustee or the holder thereof (or all of the holders acting together, if more than one) for definitive Bearer Notes upon not less than 60 days' prior written notice to the Issuer and the Trustee given (in the case of D Notes) not earlier than the relevant Exchange Date, (ii) if the Issuer would suffer a material disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear, Clearstream, Luxembourg or any Alternative Clearing System which would not be suffered were the Bearer Notes in definitive form and a certificate to such effect is given to the Trustee, (iii) at the option of the Trustee or of the holder (or all of the holders acting together, if more than one) if the Notes become due and payable as the result of an Event of Default in accordance with Condition 9 and payment is not made on due presentation of the Permanent Global Note for payment, (iv) or if either Euroclear or Clearstream, Luxembourg or any Alternative Clearing System in which the Permanent Global Note is for the time being deposited is closed for business for a continuous period of 14 days (otherwise than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or to cease to make its book-entry system available for settlement of beneficial interests in such Permanent Global Note or does in fact do either of such things and no Alternative Clearing System satisfactory to the Trustee and the Principal Paying Agent is available, all as set out in the Constituting Instrument.

No definitive Bearer Note delivered in exchange for a portion of a Permanent Global Note shall be sent by post or otherwise delivered to any location in the United States or its possessions in connection with such exchange.

- (2) Title to the Bearer Notes, the Receipts (if any), the Coupons (if any) and the Talons (if any) passes by delivery. In these Conditions, subject as provided below, **"Noteholder"** and (in relation to a Note, Receipt, Coupon or Talon) **"holder"** means the bearer of any Bearer Note, Receipt, Coupon or Talon (as the case may be). The holder of any Note, Receipt, Coupon or Talon will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and the Issuer, the Trustee and the Paying Agents shall not be required to obtain any proof thereof or as to the identity of such bearer.

For so long as the Notes are represented by a Temporary Global Note or a Permanent Global Note and the Global Notes are held on behalf of Euroclear and Clearstream, Luxembourg or on behalf of an Alternative Clearing System, beneficial interests in Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg or such Alternative Clearing System, as appropriate, and each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than each such clearing system to the extent that it is an account holder with the other clearing system for the purpose of operating the **"bridge"** between the clearing systems) or an Alternative Clearing System as the holder of a particular principal amount of the Notes (in which regard (a) any certificate or other document issued by Euroclear or Clearstream, Luxembourg or such Alternative Clearing System, or (b) a print out generated by accessing the EUCLID or CEDCOM systems, as to the principal amount of the Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated by the Issuer, the Trustee and the Agents as the holder of such principal amount of the Notes (and the expression **"Noteholders"** and references to **"holding of Notes"** and to **"holder of the Notes"** shall be construed accordingly) for all purposes other than the entitlement to receive payments of principal, interest or any amounts due on redemption in respect of the Global Notes and provided that such principal amount is an integral multiple of an Authorised Denomination.

The following legend will appear on all D Notes, Permanent Global Notes representing D Notes and any Receipts, Coupons or Talons in respect thereof:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE U.S. INTERNAL REVENUE CODE.”

The sections of the U.S. Internal Revenue Code referred to in the foregoing legend provide that, with certain exceptions, a United States taxpayer will not be entitled to deduct any loss, and will not be entitled to capital gains treatment in respect of any gain realised, on any sale, disposition or payment of a Note, Receipt, Coupon or Talon for U.S. federal income tax purposes.

(b) *Registered Notes*

- (1) If it is specified in the Constituting Instrument that Notes are in registered form or if as a result of an exchange of Bearer Notes pursuant to Condition 2(a) Notes are in registered form (“**Registered Notes**”), such Registered Notes shall be in an Authorised Denomination or an integral multiple thereof as specified in the Constituting Instrument. The principal amount of each Note will be specified on the face of the definitive registered certificate (“**Registered Certificate**”) or the global registered certificate (“**Global Registered Certificate**”) as applicable representing the Registered Notes. Subject to the procedures discussed below, title to the Registered Notes passes by registration in the register which the Issuer shall procure to be kept by the Registrar (the “**Register**”). In these conditions, subject as provided below, “**Noteholder**” and “**holder**” means the registered holder of any Registered Notes.
- (2) Registered Notes will be initially in the form of a Registered Certificate or will be represented by a Global Registered Certificate. Payments of principal or interest (if any) in respect of a Global Registered Certificate will be made through Euroclear or Clearstream, Luxembourg or the relevant Alternative Clearing System or, if so specified in the Constituting Instrument, through the person named in such Constituting Instrument, against, in the case of payments of principal only, presentation or surrender, as the case may be, of the Global Registered Certificate. A Global Registered Certificate will, if so provided in the relevant Constituting Instrument, be exchangeable, in whole but not in part, for Registered Certificates (i) on request from the Trustee or of the holder thereof (or all of the holders acting together, if more than one) for Registered Certificates upon not less than 60 days’ prior written notice to the Issuer and the Trustee or, (ii) if the Issuer would suffer a material disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear, Clearstream, Luxembourg or any Alternative Clearing System which would not be suffered were the Registered Notes in definitive form and a certificate to such effect is given to the Trustee, (iii) at the option of the Trustee or of the holder (or all of the holders acting together, if more than one) (a) if the Notes become due and payable as the result of an Event of Default in accordance with Condition 9 and payment is not made on due presentation of the Global Registered Certificate for payment or, (b) if either Euroclear or Clearstream, Luxembourg or any Alternative Clearing System in which the Global Registered Certificate is for the time being deposited is closed for business for a continuous period of 14 days (otherwise than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or to cease to make its book-entry system available for settlement of beneficial interests in such Global Registered Certificate or does in fact do either of such things and no Alternative Clearing System satisfactory to the Trustee and the Registrar is available, all as set out in the Constituting Instrument.

For so long as the Notes are represented by a Global Registered Certificate and the Global Registered Certificate is held on behalf of Euroclear and Clearstream, Luxembourg

or on behalf of an Alternative Clearing System, beneficial interests in Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg or such Alternative Clearing System, as appropriate, and each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than each such clearing system to the extent that it is an account holder with the other clearing system for the purpose of operating the “bridge” between the clearing systems) or an Alternative Clearing System as the holder of a particular principal amount of the Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or such Alternative Clearing System as to the principal amount of the Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated by the Issuer, the Trustee and the Agents as the holder of such principal amount of the Notes (and the expression “**Noteholders**” and references to “**holding of Notes**” and to “**holder of the Notes**” shall be construed accordingly) for all purposes other than the entitlement to receive payments of principal, interest or any amounts due on redemption in respect of the Global Registered Certificate.

Subject to the restrictions (if any) referred to in the Constituting Instrument, Registered Notes represented by a Registered Certificate may be transferred in whole or in part in an Authorised Denomination or an integral multiple thereof upon the surrender of the Registered Certificate representing such Registered Notes, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of such a transfer, or a transfer of part only of a Registered Certificate, new Registered Certificates in the relevant amounts will be issued to the transferor and the transferee.

Each new Registered Certificate to be issued upon the transfer of Registered Notes will (subject as referred to in the Constituting Instrument), within three business days (in the place of the specified office of the Registrar or Transfer Agent to whom the form of transfer shall have been delivered) of receipt of such form of transfer, be available for delivery at the specified office of the Transfer Agent or of the Registrar (as the case may be) stipulated in the form of transfer, or be mailed at the risk of the holder entitled to the Registered Certificate to such address as may be specified in such form of transfer.

Exchange of Registered Certificates on transfer will (subject as provided in the Constituting Instrument) be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

No Noteholder may require the transfer of a Registered Note to be registered during the period of 15 days ending on the due date for any payment of principal, interest or any amounts due upon redemption of such Note.

If Registered Notes are represented by a Global Registered Certificate, such Global Registered Certificate will be registered in the name of a nominee for Euroclear and Clearstream, Luxembourg or an Alternative Clearing System or in the name of such other person as the Constituting Instrument shall provide.

(c) *Authorised Denomination*

Authorised Denomination means the denomination or denominations specified as such in the Constituting Instrument.

(d) *Type of Note*

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Variable Coupon Amount Note, a long Maturity Note, an Interest Only Note, a Variable Redemption Amount Note,

a Credit Linked Note, an Index Linked Note, an Equity Linked Note a Partly Paid Note or any other type of Note which the Issuer and the Arranger may agree that the Issuer can issue under the Programme and shall have such other terms as specified in the Constituting Instrument. All payments in respect of this Note shall be made in the currency shown on its face unless it is specified in the Constituting Instrument to be a Dual Currency Note (which for the purposes of these Conditions shall include Notes in respect of which payments shall, or may at the option of the Issuer or any holder, be made in more than one currency or in a different currency than that which would otherwise prevail in the absence of the exercise of any such option), in which case payments shall be made on the basis specified in the Constituting Instrument.

Interest bearing Bearer Notes are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest (if any) due after the Maturity Date (as defined in Condition 7(a)), or other date for redemption) and Coupons in these Conditions are not applicable. After all the Coupons attached to or issued in respect of any Bearer Note which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and, if applicable, one further Talon, will be issued against presentation and surrender of the relevant Talon at the specified office of any Paying Agent. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

2. Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Bearer Notes

Subject as provided in this Condition 2 and provided that, in the case of D Notes, certification of non-U.S. beneficial ownership has been received, Bearer Notes exchangeable for Registered Notes ("**Exchangeable Bearer Notes**") may be exchanged for the same aggregate principal amount of Registered Notes of an Authorised Denomination at the request in writing of the relevant Noteholder and upon surrender of the Exchangeable Bearer Note to be exchanged together with all unmaturing Receipts, Coupons and Talons relating to it (if any) at the specified office of the Registrar or any Transfer Agent. Where, however, an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 8(b)(2)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it.

Registered Notes may not be exchanged for Bearer Notes.

(b) Delivery of new Registered Certificate/Global Registered Certificate

Each new Registered Certificate or Global Registered Certificate to be issued upon request for exchange of Exchangeable Bearer Notes will, within three business days (in the place of the specified office of the Registrar or Transfer Agent to whom such request for exchange shall have been delivered) of receipt of such request for exchange, be available for delivery at the specified office of the Transfer Agent or of the Registrar (as the case may be) stipulated in the request for exchange, or be mailed at the risk of the holder entitled to the Registered Certificate or Global Registered Certificate to such address as may be specified in such request for exchange.

(c) Formalities free of charge

The issue of Registered Certificates or a Global Registered Certificate upon an exchange of Bearer Notes and registration of the holder thereof will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment by the relevant holder (or the giving of such indemnity by the relevant holder as the Registrar or the relevant Transfer Agent may require) in respect of any tax or other governmental charges which may be imposed in relation to it.

(d) *Closed periods*

No Noteholder may require a Bearer Note to be exchanged for a Registered Note during the period of 15 days ending on the due date for any payment of principal on that Note or any payment of interest thereon or after such Note has been called for redemption.

(e) *Authorised Denomination*

Bearer Notes of one Authorised Denomination may not be exchanged for Bearer Notes of another Authorised Denomination.

3. Status

The Notes, Receipts, Coupons and Talons (if any) of any Series are secured limited recourse obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 10 and will rank *pari passu* without any preference among themselves, save in the case of a Series of Notes comprising more than one Tranche or class of Notes, in which case the Notes of each such Tranche or class will rank *pari passu* and without any preference among themselves but not, save to the extent specified in the Constituting Instrument, with Notes of another Tranche or class comprised in such Series. In such a case the ranking and preference of each class or Tranche of Notes will be as set out in the Constituting Instrument.

4. Security

(a) *Security*

Unless otherwise specified in the Constituting Instrument and/or any Additional Charging Instrument, if applicable, any and all security granted by the Issuer in respect of any Series shall be granted with full title guarantee and as continuing security in favour of the Trustee, who shall hold such security on trust for each Counterparty, if there is one or more Charged Agreements in respect of the Series, the Noteholders and Receiptholders or Couponholders (if any) and such other persons as may be specified in the Constituting Instrument and/or any Additional Charging Instrument, if applicable, such security being held in the order of priority described in Condition 4(d) and as more particularly specified in the Constituting Instrument and/or any Additional Charging Instrument, if applicable.

The Trust Deed provides that any request or direction given by the person or persons ranking in priority immediately after the Trustee will have priority over any conflicting direction given to the Trustee. Unless otherwise provided in the Constituting Instrument and/or any Additional Charging Instrument, pursuant to Condition 4(d), the person ranking in priority immediately after the Trustee will be the Counterparty. Subject as provided in Conditions 4(c) and 9, however, any Counterparty may direct the Trustee to enforce the security constituted by the relevant Constituting Instrument in respect of the Series.

The obligations of the Issuer under the Notes and the Receipts or Coupons (if any) appertaining thereto are, unless otherwise specified in the Constituting Instrument and/or any Additional Charging Instrument, if applicable, secured by (i) a first fixed charge on, and/or by an assignment by way of security of and/or another security interest over, certain securities and/or agreements and/or rights (contractual or otherwise) and/or other assets (and/or the benefit, interest, right and/or title thereof, therein or thereto) (including, without limitation, as the case may be, (aa) bonds, commercial paper, notes, debentures, deposits, promissory notes, certificates of deposit, bills of exchange or other debt securities or negotiable instruments of any form, denomination, type and issuer, (bb) shares, stock or other equity securities of any form, denomination, type and issuer, (cc) the benefit of loans, evidences of indebtedness, and other rights, contractual or otherwise (including, without limitation, sub-participations, documentary or stand-by letters of credit or swap, option, exchange or other arrangements of the type contemplated in the

definition of "Charged Agreement" in Condition 4(b), derivatives, commodity interests, assignments, participation, transferable loan certificates or instruments and/or any other instrument comprising, evidencing, representing and/or transferring such securities and/or agreements and/or rights (contractual or otherwise)) assigned or transferred to, or otherwise vested in, or entered into by, the Issuer as specified in the Conditions (the **"Charged Assets"**) and all rights and all sums (**"Proceeds"**) derived therefrom), (ii) an assignment by way of security of the Issuer's rights against the Custodian with respect to the Charged Assets under the Custody Agreement (iii) an assignment by way of security of the Issuer's rights, title and interest under the Agency Agreement and all sums derived therefrom and (iv) an assignment by way of security of the Issuer's rights, title and interest against each Arranger and each Dealer in relation to the Notes under the relevant Placing Agreement and against the Seller of the Charged Assets under the relevant Charged Assets Sale Agreement.

Save as otherwise specified in the Constituting Instrument, the obligations of the Issuer under the Notes and the Receipts or Coupons (if any) appertaining thereto are also secured by an assignment of the Issuer's rights, title, benefit and interest in, to and under each Charged Agreement (as defined in Condition 4(b)). Unless otherwise provided in the Constituting Instrument or in the Further Constituting Instrument (as defined in Condition 16), such security shall extend to the obligations of the Issuer under any Further Notes and the Receipts and Coupons (if any) appertaining thereto) issued in accordance with Condition 16 and consolidated and forming a single Series with the relevant Series of Notes. The property and other assets described above securing the obligations of the Issuer under the Notes (and any Further Notes) and the Receipts and Coupons (if any) appertaining thereto are herein collectively referred to as the **"Mortgaged Property"**.

The Issuer's obligations to each Counterparty under a Charged Agreement (as defined in Condition 4(b)) are, unless otherwise specified in the Constituting Instrument, secured as provided in the second preceding paragraph of this Condition 4(a). Unless otherwise provided in the Constituting Instrument or in the Further Constituting Instrument (as defined in Condition 16), such security in favour of a Counterparty shall extend to the obligations of the Issuer under any Further Charged Agreement (as defined in Condition 16) supplemental to such Charged Agreement entered into in accordance with Condition 16.

To the extent that an obligor in respect of the Charged Assets fails to make payments to the Issuer under the relevant Charged Assets on the due date thereof, the Issuer will be unable to meet its obligations under the Charged Agreement and/or unable to meet its obligations in respect of the Notes, the Receipts, or the Coupons (if any) as and when they fall due. In such event, and subject to Condition 4(c), the Notes will become repayable in accordance with Condition 7 and the security thereof will become enforceable in accordance with and subject to the provisions of Condition 10.

The Notes are capable of being declared immediately due and repayable prior to their stated date of maturity or other date or dates for their redemption following the occurrence of any of the events of default more particularly specified in Condition 9. On notice having been given to the Issuer by the Trustee following any such occurrence (and any Counterparty (if any) in writing or the holders of one-fifth in principal amount of the Notes then outstanding in writing or an Extraordinary Resolution of the Noteholders may direct the Trustee to give such notice), the Notes will become repayable in accordance with Condition 9 and the security thereof will become enforceable in accordance with the Master Trust Terms (as amended, modified and/or supplemented by the relevant Constituting Instrument) and subject to the provisions of Condition 10.

On any such enforcement, the net proceeds thereof may be insufficient to pay amounts due to each Counterparty under each Charged Agreement and amounts due on repayment to the Noteholders, Couponholders (if any) and Receiptholders (if any) whether in accordance with the order of priority specified in the Trust Deed or at all.

(b) *Charged Agreements*

(1) General

The Issuer has, unless otherwise specified in the Constituting Instrument, entered into one or more agreements which may comprise an interest rate swap and/or cross-currency swap transaction, total return swap, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, currency option, forward purchase or sale agreement, credit default swap, credit default option or any other transaction providing for the payment of money and/or the delivery of securities or other assets (present or future, actual or contingent) (including any option with respect to any of the foregoing transactions) and any combination of any of the foregoing transactions (any such agreement entered into with respect to a Series, as the same may be amended or supplemented from time to time in accordance with the provisions of the Constituting Instrument, a “**Charged Agreement**”) with a Counterparty under which that Counterparty may make certain payments and/or deliveries of securities or other assets to the Issuer in respect of amounts due on or deliveries in respect of the Notes and Receipts or Coupons (if any) and the Issuer may make certain payments and/or deliveries of securities or other assets to that Counterparty on receipt thereof by the Issuer out of sums or deliveries received by the Issuer on the Charged Assets all as more particularly described in the Constituting Instrument. Any Charged Agreement may, subject in the case of a rated Series to the requirements of any relevant recognised debt rating agency which at any time has assigned a current rating to the Notes at the request of the Issuer, (such recognised debt rating agency or any such successor or replacement thereto or thereof or alternative rating agency being herein referred to as a “**Rating Agency**”, and the terms “**rated**” and “**rating**” shall be construed accordingly), contain provisions requiring the relevant Counterparty to deposit security, collateral or margin, or to provide a guarantee, in certain circumstances all as more particularly described in the Constituting Instrument. In the absence of such requirement, no such security, collateral, margin or guarantee will be made or provided. Each Charged Agreement will, unless otherwise specified in the relevant Constituting Instrument, terminate on the Maturity Date (as defined in Condition 7(a)) unless terminated earlier in accordance with the terms thereof. Each Charged Agreement will terminate if the Notes are redeemed pursuant to Condition 7(b), Condition 7(c) or Condition 7(d) and will be partially or wholly terminated in the event of a redemption pursuant to Condition 7(f) or Condition 7(i), a purchase pursuant to Condition 7(g) or on an exchange pursuant to Condition 7(h). In the event of an early termination, either party to a Charged Agreement may be liable to make a termination payment to the other as provided in such Charged Agreement.

To the extent that a Counterparty fails to make payments due to the Issuer under any Charged Agreement the Issuer will be unable to meet its obligations in respect of the Notes or the Receipts or Coupons (if any). In such event, the Charged Agreement will be terminated and, subject to Condition 4(c), the Notes will become repayable in accordance with Condition 7.

The Master Trust Terms provide that the Trustee shall not be bound or concerned to, nor will the Issuer, make any investigation into the creditworthiness of any Counterparty or any guarantor thereof, the validity or enforceability of any of the Counterparty's obligations under any Charged Agreement or of any guarantee of any such obligation or any of the terms of any Charged Agreement (including, without limitation, whether the cashflows from the Charged Assets, any Charged Agreement and the Notes are matched) or any such guarantee.

Further information relating to Charged Agreements is provided in the section herein entitled "Description of Charged Agreements".

(2) Maintenance of rating

If an issue of the Notes is rated (at the request of the Issuer) by one or more Rating Agencies, the related Charged Agreement (if any) may provide, amongst other things, that, if the rating of the long term debt of the relevant Counterparty is lowered by any such Rating Agency (a "**Counterparty Downgrade**") and at such time the Notes are then rated by such Rating Agency, the relevant Counterparty may, if such Rating Agency has confirmed that the rating of the Notes by it will be adversely affected by such Counterparty Downgrade, at its option put in place procedures so that the rating of the Notes is at least as high as the rating of the Notes immediately prior to the Counterparty Downgrade. Such procedures shall be in form and substance satisfactory to the Trustee and will be subject to the Trustee having received confirmation from each relevant Rating Agency that its then current rating of the Notes will not be withdrawn or adversely affected by any transfer and/or guarantee as is referred to above.

(c) *Realisation of the Mortgaged Property upon redemption pursuant to Condition 7(b), 7(c) or 9*

In the event of the security constituted under the relevant Trust Deed (or, if applicable, any Additional Charging Instrument) becoming enforceable as provided in Condition 7(b), 7(c) or Condition 9, the Trustee shall have the right to enforce and shall enforce, its rights under the Trust Deed and/or if applicable, any Additional Charging Instrument in relation to the Mortgaged Property if so directed in writing by any Counterparty under a Charged Agreement (if any) in respect of a Series or by the holders of at least one-fifth in principal amount of the Notes then outstanding or by an Extraordinary Resolution of the Noteholders, but in each case without any liability as to the consequence of such action and without having regard to the effect thereof on, or being required to account for such action to, individual Noteholders, Receiptholders or Couponholders (if any) or any Counterparty, provided that the Trustee shall not be required to take any action unless it is first indemnified to its satisfaction. Unless otherwise specified in the Constituting Instrument, a Realisation Agent may be appointed in respect of a particular Series of Notes on the terms set out in the Constituting Instrument. If, for whatever reason or unless otherwise specified in the Constituting Instrument, a Realisation Agent is not expressly appointed in the Constituting Instrument, Banco Bilbao Vizcaya Argentaria, S.A. shall be deemed to have been appointed to act in such capacity, as more particularly set out in the Agency Agreement and these Conditions. Provided that Banco Bilbao Vizcaya Argentaria, S.A. or any other Realisation Agent, on written notice to the Issuer and the Trustee, may resign its appointment as Realisation Agent at any time (with or without reason) and without any liability thereof, whereupon the terms and provisions of this Condition 4(c) in respect of such Realisation Agent and Series of Notes shall not apply to the Realisation Agent specified in such Constituting Instrument.

If the Realisation Agent resigns or is unable or unwilling to act as such, the Issuer will, with the prior written consent of the Trustee and the Counterparty, appoint a leading international investment bank to act in such capacity. No such resignation or termination of the appointment of the Realisation Agent shall take effect until a new Realisation Agent has been so appointed.

The Realisation Agent shall, on behalf of and as the agent of the Trustee pursuant to, and in accordance with, the provisions of the Agency Agreement, use all reasonable endeavours to sell or otherwise realise the Mortgaged Property as soon as reasonably practicable on or after the date on which it receives an instruction to do so at its best execution price less any commissions or expenses charged by the Realisation Agent.

If, however, the Realisation Agent determines that there is no available market for the Charged Assets, or if the Realisation Agent otherwise determines that it is impossible to sell or otherwise realise the Charged Assets or any part of it, the Realisation Agent will promptly notify the Issuer, the Trustee and the Counterparty of such lack of availability or impossibility and the Realisation Agent shall not be required to effect the sale or other realisation of the Mortgaged Property or any part of it. Any such determination by the Realisation Agent shall be acting in good faith in a commercially reasonable manner and shall be binding on the Issuer, the Trustee, the Counterparty and the Noteholders. In the event that the Realisation Agent makes such determination the Trustee at its discretion may, and shall if so requested or directed in accordance with the preceding paragraph of this Condition 4(c) (but subject in each case to its being indemnified in accordance with such paragraph) realise all or part of the Mortgaged Property by other means.

In order to obtain its best execution price for the above purposes, the Realisation Agent shall be required to take reasonable care to ascertain the best price that is available for the sale or other realisation of the Mortgaged Property at the time of the sale or other realisation for transactions of the kind and size concerned and, unless circumstances require the Realisation Agent to do otherwise in the interests of the Noteholders, to deal at a price which is not less advantageous to the Noteholders, provided that the Realisation Agent shall not be required to delay the sale or other realisation for any reason including the possibility of achieving a higher price.

The Realisation Agent shall not be liable (i) to account for anything except the actual net proceeds of the Mortgaged Property received by it or (ii) for any costs, charges, losses, damages, liabilities or expenses arising from or connected with the sale or otherwise unless such costs, charges, losses, damages, liabilities or expenses shall have been caused by its own fraud or wilful default. Nor shall the Realisation Agent be liable to the Issuer, the Noteholders, the Trustee or any other person merely because a higher price could have been obtained had the sale or other realisation been delayed or to pay to the Issuer, the Noteholders, the Trustee or any other person interest on any proceeds from the sale or other realisation held by it at any time.

The Trustee shall have no responsibility or liability for the performance by the Realisation Agent of its duties under this Condition 4(c) or for the price at which any of the Mortgaged Property may be sold or otherwise realised.

The net sums (if any) realised upon the security becoming enforceable pursuant to the Conditions may be insufficient to pay all the amounts due to any Counterparty and to the Noteholders and Receiptholders or Couponholders (if any). In such event, any shortfall shall, unless otherwise specified in the Constituting Instrument, be borne by the Noteholders and Receiptholders or Couponholders (if any) and by the Counterparty according to the order of priority specified in the Constituting Instrument and any remaining claims shall be extinguished.

(d) *Application*

After meeting the fees, costs, charges, expenses and remuneration and any other amounts due to the Trustee including in respect of liabilities incurred, or to any receiver appointed pursuant to the relevant Trust Deed including in respect of liabilities incurred, and/or, if applicable, any Additional Charging Instrument in each case in respect of the Notes, and subject as provided in such Trust Deed and/or, if applicable, any Additional Charging Instrument, the net proceeds of the

enforcement of the security constituted pursuant to the relevant Trust Deed and/or, if applicable, any Additional Charging Instrument will be applied:

- (1) if “**Counterparty Priority**” is specified in the Constituting Instrument:
 - (i) firstly, in meeting the claims (if any) of the Counterparty under the Charged Agreement (or, as the case may be, each Counterparty *pari passu* and rateably under each Charged Agreement);
 - (ii) secondly, in meeting the claims (if any) of the Noteholders, the Receiptholders and the Couponholders (if any) *pari passu* and rateably; and
 - (iii) thirdly, in payment of the balance (if any) to the Issuer;
- (2) if “**Pari Passu Ranking**” is specified in the Constituting Instrument:
 - (i) firstly, in meeting the claims (if any) of the Counterparty under the Charged Agreement (or, as the case may be, each Counterparty under each Charged Agreement) and the Noteholders, the Receiptholders and the Couponholders (if any) *pari passu* and rateably (converted, if necessary, for the purpose of calculation into a common currency at such rate(s) of exchange as the Trustee shall in its discretion select); and
 - (ii) secondly, in payment of the balance (if any) to the Issuer; or
- (3) if “**Noteholder Priority**” is specified in the Constituting Instrument:
 - (i) firstly, in meeting the claims (if any) of the Noteholders, the Receiptholders and the Couponholders (if any) *pari passu* and rateably;
 - (ii) secondly, in meeting the claims (if any) of the Counterparty under the Charged Agreement (or, as the case may be, each Counterparty *pari passu* and rateably under each Charged Agreement); and
 - (iii) thirdly, in payment of the balance (if any) to the Issuer,

or any other basis of distribution provided for in the relevant Constituting Instrument and provided that, for a Series of Notes to which (2) or (3) above applies, the Constituting Instrument may provide that the Issuer's obligations under each Charged Agreement to each Counterparty (if any) shall be satisfied in priority to the Issuer's obligations under the Notes and any Receipts and Coupons appertaining thereto to the extent that the Notes have become due and repayable by reason of the occurrence of an event specified in Condition 7(b) or by reason of the Charged Agreement (if any) having terminated as a result of the occurrence of an event specified in Condition 7(b). If no priority is specified in the relevant Constituting Instrument and if there is a Charged Agreement in relation to the relevant Series, Counterparty Priority shall apply.

(e) *Shortfall after application of proceeds*

If the net proceeds of the security constituted pursuant to the relevant Trust Deed and/or, if applicable, any Additional Charging Instrument for any Series of Notes, such security having been enforced under Condition 4(c), are not sufficient to make all payments due in respect of the Notes and Receipts or Coupons (if any) and for the Issuer to meet its obligations, if any, in respect of the termination of each Charged Agreement (if any) in respect of that Series of Notes, the other assets of the Issuer (including, without limitation, assets securing or otherwise attributable to any other Series of Notes) will not be available for payment of any shortfall arising therefrom. Any such shortfall, following enforcement of the security of the Notes, shall, unless otherwise provided in the Constituting Instrument and/or any Additional Charging Instrument, if applicable, be borne

by the Noteholders and Receiptholders and Couponholders (if any) and by the Counterparty in accordance with the inverse of the order of priorities on enforcement as specified in the Constituting Instrument. Claims in respect of any such shortfall remaining after realisation of the security under Condition 4(c) and application of the proceeds in accordance with the relevant Trust Deed and Condition 4(d) shall be extinguished and failure to make any payment in respect of any such shortfall shall in no circumstances constitute an Event of Default under Condition 9 in respect of the Notes or in respect of any notes of any other Series.

Pursuant to Condition 10, none of the Trustee, any Noteholder, Receiptholder or Couponholder (if any) or any Counterparty, shall be entitled to petition or take any other step for the winding-up of the Issuer in relation to any shortfall in respect of any Series remaining after the realisation of the security under Condition 4(c) or otherwise, nor shall any of them have any claim in respect of any unpaid sums or on any account whatsoever over or in respect of any assets of the Issuer which are or purport to be security for any other Series.

Neither the Trustee nor the Custodian is under any obligation to maintain any insurance in respect of any part of the security constituted pursuant to the relevant Trust Deed, whether against loss of such security by theft or fire, in respect of fraud or forgery or against any other risk whatsoever.

(f) *Replacement and/or Substitution of Charged Assets*

- (1) If so specified in relation to the Notes of a Series in the Constituting Instrument, the Counterparty (if any) may, subject to and in accordance with the provisions of the Constituting Instrument, by notice in writing to the Issuer (a **“Replacement Notice”**) in, or substantially in, the form scheduled to the Constituting Instrument, request that any securities or other assets for the time being comprising all or part of the Charged Assets in relation to that series of Notes (hereinafter referred to as the **“Replaced Assets”**) be replaced (a **“Replacement”**) by other securities or assets of a type or types (or combination thereof), having a maturity date or dates and other features (if any) specified in the Constituting Instrument and having a market value or nominal value (as the case may be) (a **“Replacement Value”**) calculated and determined by such Counterparty (if any) in accordance with the Constituting Instrument (**“Replacement Assets”**) provided however that:
 - (i) no such Replacement nor any Replacement Assets shall on the date of such replacement (aa) render the Issuer liable to taxation outside its jurisdiction of incorporation (bb) result in the contravention by the Issuer of any applicable law or regulation, (cc) require the Issuer to make any filing or declaration under any applicable law or regulation or (dd) give rise (save as provided for in this Condition 4(f)(1)) to any obligation or liability on the Issuer's part to take any action, or to make any payment, other than with the Issuer's express agreement unless the Issuer shall have first been indemnified and/or secured to its satisfaction against such obligation or liability and the Trustee shall not be obliged to execute any document or do any other act or thing unless it shall have received such certificates, opinions and documents (if any) in form and substance satisfactory to it that it shall require including, without limitation, if the Notes are rated by one or more Rating Agencies at the request of the Issuer, confirmation from each such relevant Rating Agency that its current rating of the Notes will not be withdrawn or adversely affected by such Replacement or Replacement Assets;
 - (ii) upon any release of the Replaced Assets from the security created by the relevant Trust Deed and/or any Additional Charging Instrument, any Replacement Assets being substituted for the Replaced Assets are expressed to be delivered, transferred or (as the case may be) assigned to

the Issuer on the same terms, *mutatis mutandis*, as the Replaced Assets or otherwise as the Trustee and such Counterparty (if any) may approve in writing;

- (iii) upon any release of the Replaced Assets from the security created by the relevant Trust Deed and/or Additional Charging Instrument, any such Replacement Assets being substituted for the Replaced Assets are subject to the charge or other security interest created by the relevant Constituting Instrument and/or any Additional Charging Instrument and/or any further security documents required by the Trustee; and
- (iv) such other conditions as may be specified in the Trust Deed are satisfied.

Upon receipt of a Replacement Notice, the Issuer shall forthwith notify the Trustee, the Principal Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes), the Custodian, the Collateral Agent, the Irish Stock Exchange, the Luxembourg Stock Exchange and/or any other stock exchange (in the case of Notes admitted to trading and for so long as the rules of the stock exchange so require) and, in accordance with Condition 14, the Noteholders. The Trustee shall not be liable to the Issuer, any Counterparty or the Noteholders and the Issuer shall not be liable to the Trustee, any Counterparty or the Noteholders for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation of this Condition 4(f)(1). Amendments consequential upon any Replacement may be required to be made to the provisions of the Charged Agreement (if any) relating to the Notes to reflect the change in the composition of the Charged Assets. The provisions relating to the right of a Counterparty to request a Replacement will be more particularly described in the Constituting Instrument. The Replacement Value determined pursuant to the provisions of the relevant Constituting Instrument shall be binding on the Issuer, the Trustee and the Noteholders and no liability to the Issuer, the Trustee or the Noteholders or any other person shall attach to the Counterparty or the Issuer in connection therewith.

The Trust Deed provides that, in connection with any Replacement, the Trustee shall receive a certificate from the relevant Counterparty describing the Replacement and confirming that all of the conditions referred to in paragraph (i) to (iv) above have been satisfied. The Trustee may rely absolutely upon such certificate for all purposes and, for the avoidance of doubt, it need make no further enquiry of any nature. By subscription for or acquisition of any Note, each Noteholder accepts and is bound by this provision absolutely.

The relevant Counterparty shall bear and pay, and shall indemnify the Issuer and the Trustee against, all costs, expenses and taxes (including, without limitation, stamp duty) (if any) payable in connection with a Replacement.

- (2) If so specified in relation to the Notes of a Series in the Constituting Instrument, if securities and/or other assets which comprise all or part of the Charged Assets for the time being for a Series of Notes have a scheduled maturity or expiry date which falls prior to the scheduled maturity date or other date for final redemption of the Notes of such Series (“**Maturing Assets**”) and the Notes are not required to be redeemed in that event, then subject to and in accordance with the relevant Constituting Instrument, the proceeds of redemption received upon maturity of such Maturing Assets shall be applied by the Custodian on behalf of the Issuer either:
 - (i) in the purchase of further securities and/or other assets of a type or types (or combination thereof) identified by the Collateral Agent and having a

scheduled maturity or expiry date or dates and other features (if any) specified in the Constituting Instrument (if any) and having a market value or nominal value (as the case may be) (a “**Substitute Value**”) calculated and determined by the Collateral Agent in accordance with the Constituting Instrument (“**Substitute Assets**”) and/or (as determined by the Custodian); or

- (ii) by crediting such proceeds of redemption to an interest bearing account in the name of the Custodian (the “**Deposit Account**”) opened by the Custodian with a bank or other financial institution specified in the Constituting Instrument (if any) on terms that, pending application of the funds standing to the credit of such Deposit Account in the purchase of Substitute Assets, such funds shall be guaranteed to earn a minimum rate of interest as specified in the Constituting Instrument (if any). Funds credited to the Deposit Account from time to time (including capitalised interest) shall be debited from the Deposit Account on or before the Maturity Date or other date for redemption of the Notes to be applied by the Issuer in connection with such redemption or in making payment under any Charged Agreements as the case may require or as specified in the Constituting Instrument.

The net proceeds of redemption of Maturing Assets and funds standing to the credit of the Deposit Account may be applied by the Custodian on behalf of the Issuer in or towards the purchase of Substitute Assets from time to time, subject to and in accordance with the provisions of the Constituting Instrument as specified in the relevant Substitution Notice (as defined below). In connection therewith, the Collateral Agent shall at the times and on the dates specified in the Constituting Instrument determine the availability of Substitute Assets for the purposes of this Condition 4(f)(2), calculate and determine the Substitute Value thereof and the date on which such Substitute Assets fall to be purchased and the applicable purchase price thereof subject to and in accordance with the Constituting Instrument and shall forthwith (and in any event on or before the date and/or time specified in the Constituting Instrument) give a notice to the Issuer (a “**Substitution Notice**”) in, or substantially in, the form scheduled to the Constituting Instrument, specifying, among other things, the details of any Substitute Assets, the applicable Substitute Value thereof, the purchase price thereof and the date on which such purchase price falls to be paid. Upon receipt of a Substitution Notice, the Issuer shall forthwith notify the Trustee, the Principal Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes), the Custodian, each Counterparty (if any), and, in accordance with Condition 14, the Noteholders, and a Substitution Notice, once given by the Collateral Agent, shall be conclusive and binding on the Issuer, and on such other persons so notified by the Issuer (save in the case of manifest error). Subject to and in accordance with the provisions of the Constituting Instrument, the Substitute Assets specified in such Substitution Notice shall be purchased by the Custodian on behalf of the Issuer on the date specified in such Substitution Notice at the price specified in such Substitution Notice either by applying the net proceeds of redemption upon maturity of any Maturing Assets, as aforesaid, and/or, as the case may be, by applying funds standing to the credit of the Deposit Account in or towards making such purchase (provided, however that no purchase of Substitute Assets shall occur to the extent that the purchase price thereof and any costs, expenses and taxes (including stamp duty) payable in connection with the substitution (the “**Substitution Costs**”) exceeds (and the Collateral Agent shall be entitled to, and shall, deduct any Substitution Costs from) the net proceeds of redemption upon maturity of any Maturing Assets, as aforesaid, and funds (if any) standing to the credit of the Deposit Account available on the relevant date for purchase thereof). Notwithstanding the foregoing, a Substitution may only be made if:

- (a) such Substitution and any Substitute Assets do not at the date of such substitution (aa) render the Issuer liable to taxation outside its jurisdiction of incorporation, (bb) result in the contravention by the Issuer of any applicable law or regulation, (cc) require the Issuer to make any filing or declaration under any applicable law or regulation and (dd) give rise (save as provided for in this Condition 4(f)(2)) to any obligation or liability on the Issuer's part to take any action, or to make any payment, other than with the Issuer's express agreement unless the Issuer shall have first been indemnified and/or secured to its satisfaction against such liability and the Trustee shall not be obliged to execute any document or do any other act or thing unless it shall have received such certificates, opinions and documents (if any) in form and substance satisfactory to it that it shall require including, without limitation, confirmation from each Rating Agency (if any) which has assigned a rating to the Notes at the request of the Issuer that its current rating of the Notes will not be withdrawn or adversely affected by such Substitution or Substitute Assets; and
- (b) any Substitute Assets are expressed to be delivered, transferred or (as the case may be) assigned to the Issuer on the same terms, *mutatis mutandis*, as the Maturing Assets or otherwise as the Trustee and each Counterparty (if any) may approve.

Any Substitute Assets purchased pursuant to the foregoing provisions of this Condition 4(f)(2) shall be subject to the charge and/or other security created by the relevant Trust Deed and/or any Additional Charging Instrument and subject to such other conditions as may be specified in the relevant Constituting Instrument and/or any Additional Charging Instrument. In addition, amendments consequential upon any purchase of Substitute Assets and/or the crediting of funds to the Deposit Account may be required to be made to the provisions of the Charged Agreement to reflect the change in the composition of the Charged Assets which amendments shall be specified by the Collateral Agent in the relevant Substitution Notice.

All determinations of the availability of Substitute Assets, and all determinations and calculations of the Substitute Value thereof, the purchase price and applicable date for purchase thereof and/or amendments (if any) required to be made to any Charged Agreement consequential upon any purchase of Substitute Assets or crediting of funds to the Deposit Account shall be made by the Collateral Agent in accordance with the relevant Constituting Instrument and all such determinations and calculations shall be binding on the Issuer, the Trustee, the Noteholders, each Counterparty (if any) and all other persons (in the absence of manifest error). The Trustee shall not be liable to the Issuer, each Counterparty (if any) or the Noteholders nor shall the Issuer be liable to the Trustee, any Noteholder or each Counterparty for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Assets or otherwise from the operation of this Condition 4(f)(2). The purchase of Substitute Assets pursuant to the provisions of this Condition 4(f)(2) is herein referred to as **"Substitution"**.

The Trust Deed provides that, in connection with any Substitution, the Trustee shall receive the certificate from the Counterparty or from the Collateral Agent describing the Substitution and confirming that the conditions in Condition 4(f)(2) have been satisfied. The Trustee may rely absolutely upon such certificate for all purposes and, for the avoidance of doubt, it need make no further enquiry of any nature. By subscription for or acquisition of any Note, each Noteholders accepts and is bound by this provision absolutely.

All rights of Replacement and/or Substitution under this Condition 4(f) shall cease forthwith upon the security constituted by the relevant Constituting Instrument becoming enforceable unless and until (in the case of such security becoming enforceable following the occurrence of an Event of Default pursuant to Condition 9) the Noteholders request or direct the Trustee in accordance with Condition 9 not to give notice to the Issuer that the Notes shall become due and payable.

5. Restrictions

So long as any of the Notes remain outstanding (as defined in the Trust Deed), the Issuer has covenanted that it will not, without the prior written consent of the Trustee and each Counterparty (if any):

- (A) incur in any indebtedness for borrowed moneys or engage in any activity or do anything whatsoever except:
 - (i) issuing or entering into or creating the Notes or other series of notes (each a **"Discrete Series"**) or Alternative Investments (as defined below) and provided always that any such Discrete Series or Alternative Investments are issued, entered into or created on terms that such Discrete Series or Alternative Investments is or are secured on or otherwise limited in recourse to specified assets of the Issuer (or the proceeds thereof or an amount equivalent thereto) which do not form part of the Mortgaged Property for the Notes or (unless expressly specified by the terms and conditions applicable to a Discrete Series or to any Alternative Investments) the assets securing, or to which recourse is otherwise limited in respect of, any other Discrete Series or any other Alternative Investments and on terms which provide for the extinguishment of all claims in respect of such Discrete Series or Alternative Investments after application of the proceeds of the specified assets on which such Discrete Series or Alternative Investments is or are secured or to which recourse is otherwise limited;
 - (ii) enter into the Agency Agreement, Custody Agreement, Trust Deed, any related Charged Agreement in relation to the Notes and all other deeds and agreements of any other kind related thereto and any agency agreement, custody agreement, trust deed, charged agreement relating to any Discrete Series or Alternative Investments and all other deeds or agreements of any other kind related thereto, but provided always that any such agreement or deed is entered into on terms that the obligations of the Issuer thereunder are secured on or otherwise limited in recourse to specified assets of the Issuer (other than any proceeds of its issued share capital, any transaction fees paid to it for agreeing to issue any Notes or entering into any Alternative Investments or any sums standing to the Issuer's account in The Netherlands in respect of such proceeds or fees (the **"Issuer Dutch Account"**)) which do not form part of the Mortgaged Property for the Notes or (unless expressly specified by the terms and conditions applicable to a Discrete Series or to any Alternative Investments) the assets securing or to which recourse is otherwise limited in relation to, any other Discrete Series or any other Alternative Investments and on terms which provide for extinguishment of all claims in respect of such obligations after application of the proceeds of realisation of the specified assets on which such indebtedness or obligation is secured or to which recourse is otherwise limited;
 - (iii) acquire or hold, or enter into any agreement to acquire or hold or constitute, the Mortgaged Property in respect of the Notes, or the assets securing, or to which recourse is otherwise limited in respect of, any Discrete Series or Alternative Investments;

- (iv) perform its obligations under the Notes, the Trust Deed, the Agency Agreement, the Custody Agreement, each Charged Agreement and all the deeds or agreements incidental to the issue and constitution thereof or of the security therefor and under any Discrete Series or any Alternative Investments and the agency agreement, custody agreement, trust deed, charged agreement and all other deeds or agreements incidental to the issue or entry into and constitution of, or the granting of security for, Discrete Series or Alternative Investments;
 - (v) enforce any of its rights under the Agency Agreement, the Custody Agreement, the Trust Deed, each Charged Agreement or any other deed or agreement entered into in connection with the Notes, and under the agency agreement, the custody agreement, trust deed, each charged agreement or any other deed or agreement entered into in connection with any Discrete Series or Alternative Investments; or
 - (vi) perform any act incidental to or necessary in connection with the Trust Deed, Agency Agreement, Custody Agreement, each Charged Agreement or the Notes or any Discrete Series or Alternative Investments or any other deed or agreement entered into in connection with, or including, the Notes, an Discrete Series or Alternative Investments in connection with any of the above;
- (B) create any lien, encumbrance, charge or security interest over any of its assets by means of a public deed or otherwise (except as provided in paragraph (A) above);
 - (C) have any subsidiaries or employees;
 - (D) declare or pay any dividends or make any other distribution to its shareholders (other than out of funds standing to the Issuer Dutch Account);
 - (E) purchase, own, lease or otherwise acquire any real property;
 - (F) consolidate or merge with any other person;
 - (G) dispose, convey or transfer its properties or assets to any person (otherwise than as set out in this Programme Memorandum and the relevant Constituting Instrument); or
 - (H) issue any shares (other than such shares as were in issue on 31 March 2003).

As used in these Conditions, “**Alternative Investments**” means any agreement, instrument or other transaction issued or entered into by the Issuer on a limited recourse basis pursuant to which the Issuer has an obligation for the payment or repayment of money and to deliver or redeliver securities which is specified in the relevant Constituting Instrument constituting the same to be an “Alternative Investment” of the Issuer.

6. Interest

Words and expressions used in this Condition 6(a) to (i) are defined (unless defined elsewhere in these Conditions) in Condition 6(k).

(a) *Interest Rate and Accrual*

Each Note (other than a Zero Coupon Note) bears interest on its Calculation Amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate, such interest being payable in arrear on each Interest Payment Date. Interest shall accrue from and including one Interest Payment Date (or, as the case may be, the Interest Commencement Date) to but excluding the next following Interest Payment Date.

Interest will cease to accrue on each Note on the due date for redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Interest Rate and in the manner provided in this Condition 6 until the Relevant Date (as defined in Condition 6(k)).

(b) *Business Day Convention*

If any date referred to in these Conditions which is specified to be subject to adjustment in accordance with a business day convention would otherwise fall on a day which is not a Relevant Business Day, then, if the business day convention specified in the Constituting Investment is (i) the Floating Rate Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (aa) such date shall be brought forward to the immediately preceding Relevant Business Day and (bb) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen, (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

(c) *Interest Rate on Floating Rate Notes*

If a Note is a Floating Rate Note, the Interest Rate will be determined by reference to a Benchmark as adjusted by adding thereto or subtracting therefrom the Spread (if any) or by multiplying such rate by the Spread Multiplier (if any).

The Interest Rate payable from time to time in respect of each Floating Rate Note will be determined by the Interest Calculation Agent on the basis of the following provisions:

(1) At or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, the Interest Calculation Agent will:

(A) in the case of Floating Rate Notes where it is specified in the Constituting Instrument that the Primary Source for Interest Rate Quotations shall be derived from a specified page, section or other part of a particular information service (each as specified in the Constituting Instrument), determine the Interest Rate for such Interest Period which shall, subject as provided below, be:

- (i) the Relevant Rate so appearing in or on that page, section or other part of such information service (where such Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity), or
- (ii) the arithmetic mean (rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards) of the Relevant Rates of the persons at that time whose Relevant Rates so appear in or on that page, section or other part of such information service,

in any such case in respect of Euro-currency deposits in the relevant currency for a period equal to the period in question more particularly

referred to in the Benchmark and as adjusted by the Spread or Spread Multiplier (if any);

- (B) in the case of Floating Rate Notes where it is specified in the Constituting Instrument that the Primary Source of Interest Rate Quotations shall be the four or more Reference Banks specified in the Constituting Instrument and in the case of Floating Rate Notes falling within Condition 6(c)(1)(A) but in respect of which no Relevant Rates appear at or about such Relevant Time or, as the case may be, which are to be determined by reference to quotations of persons appearing in or on the relevant page, section or other part of such information service, but in respect of which less than two Relevant Rates appear at or about such Relevant Time, request the principal office in the Relevant Financial Centre of each of the Reference Banks (or, as the case may be, any substitute Reference Bank appointed from time to time pursuant to Condition 6(i)) to provide the Interest Calculation Agent with its Relevant Rate quoted to leading banks for Euro-currency deposits in the relevant currency for a period equivalent to the duration of such Interest Period. Where this Condition 6(c)(1)(B) shall apply, the Interest Rate for the relevant Interest Period shall, subject as provided below, be the arithmetic mean (rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards) of such Relevant Rates as calculated by the Interest Calculation Agent as adjusted by the Spread or Spread Multiplier (if any); and
 - (C) in the case of Floating Rate Notes where it is specified in the Constituting Instrument that ISDA Determination applies, the Interest Rate applicable to the Notes for each Interest Period will be the sum of the Spread and the relevant ISDA Rate, where “**ISDA Rate**” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Interest Calculation Agent under an interest rate swap transaction if the Interest Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the Constituting Instrument;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is as specified in the Constituting Instrument; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (x) if the relevant floating Rate Option is based on LIBOR for a currency, the first day of that Interest Period or (y) in any other case, as specified in the Constituting Instrument.
- (2) If at or about the Relevant Time on any Interest Determination Date where the Interest Rate falls to be determined pursuant to Condition 6(c)(1)(B) in respect of a Floating Rate Note, two or three only of such Reference Banks provide such relevant quotations, the Interest Rate for the relevant Interest Period shall, subject as provided below, be determined as aforesaid on the basis of the Relevant Rates quoted by such Reference Banks.
 - (3) If at or about the Relevant Time on any Interest Determination Date where the Interest Rate falls to be determined pursuant to Condition 6(c)(1)(B) in respect of a Floating Rate Note, only one or none of such Reference Banks provide such Relevant Rates, the Interest Rate for the relevant Interest Period shall be the rate per annum (expressed as a percentage) which the Interest Calculation Agent

determines to be the arithmetic mean (rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards) of the Relevant Rates in respect of the relevant currency which banks in the Relevant Financial Centre of the country of such currency selected by the Interest Calculation Agent (after consultation with the Trustee) are quoting at or about the Relevant Time (in such Relevant Financial Centre) on the relevant Interest Determination Date for a period equivalent to such Interest Period to leading banks carrying on business in that Relevant Financial Centre, as adjusted by the Spread or Spread Multiplier (if any) except that, if the banks so selected by the Interest Calculation Agent are not quoting as aforesaid, the Interest Rate shall be the Interest Rate in effect for the last preceding Interest Period to which Condition 6(c)(1)(A) or 6(c)(1)(B) or 6(c)(2) (as the case may be) shall have applied.

(d) *Interest Rate on Zero Coupon Notes*

Where a Note the Interest Rate of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date (as defined in Condition 7(a)) shall be the “**Amortised Face Amount**” of such Note as determined in accordance with Condition 7(d)(3). As from the Maturity Date or other date for redemption, any overdue principal of such Note shall bear interest at a rate per annum (expressed as a percentage) equal to the “**Amortisation Yield**” specified in the Constituting Instrument (as well after as before judgment) to the Relevant Date (as defined in Condition 6(k)).

(e) *Interest Rate on Partly Paid Notes*

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

(f) *Minimum/Maximum Rates*

If a Minimum Interest Rate is specified in the Constituting Instrument, then the Interest Rate shall in no event be less than it and if there is so specified a Maximum Interest Rate, then the Interest Rate shall in no event exceed it.

(g) *Determination of Interest Rate and calculation of Interest Amounts*

The Interest Calculation Agent will, as soon as practicable after the Relevant Time on each Interest Determination Date, determine the Interest Rate and calculate the Interest Amounts for the relevant Interest Period. The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount of such Note by the Day Count Fraction specified in the Constituting Instrument, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period will equal such Interest Amount. The determination of the Interest Rate and the calculation of the Interest Amounts by the Interest Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

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

The Interest Calculation Agent will cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Trustee, the Issuer, the Principal Paying Agent, or, in the case of Registered Notes, the Registrar, each of the Paying Agents and, for as long as the Series of Notes are admitted to trading on a stock exchange and the rules of such stock exchange require, such stock exchange and to be notified to Noteholders in accordance with Condition 14 as soon as possible

after their determination but in no event later than the fifth Relevant Business Day thereafter. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Interest Rate in respect of the Notes shall nevertheless continue to be calculated and determined as previously in accordance with this Condition 6 but no publication of the Interest Rate or the Interest Amount so determined and calculated need to be made.

(i) *Interest Calculation Agent and Reference Banks*

The Issuer will procure that, so long as any Note remains outstanding, there shall at all times be at least four Reference Banks with offices in the Relevant Financial Centre and an Interest Calculation Agent if provision is made for them in the Constituting Instrument. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank then the Issuer will appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. If the Interest Calculation Agent is unable or unwilling to act as such, the Issuer will, with the prior written consent of the Trustee, appoint the London office of a leading bank engaged in the London interbank market to act as such in its place and its determination shall be final and binding on the parties. The Interest Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(j) *Determination or calculation by Trustee*

If the Interest Calculation Agent does not at any time for any reason so determine the Interest Rate and calculate the Interest Amounts for an Interest Period (as provided in Condition 6(f)), the Trustee shall do so. In doing so, the Trustee shall apply the provisions of Condition 6(f), with any necessary consequential amendments, to the extent that, in its sole opinion, it can do so, and, in all other respects it shall do so in such manner as it shall, in its absolute discretion, deem fair and reasonable in all the circumstances, and each such determination or calculation shall be deemed to have been made by the Interest Calculation Agent.

(k) *Definitions*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meaning set out below:

“Benchmark” means, in relation to a Series or Tranche of Notes, LIBOR, LIBID, LIMEAN, EURIBOR or such other benchmark as may be specified as the Benchmark in the Constituting Instrument relating to such Series or Tranche.

“Calculation Amount” means, in relation to a Series or Tranche of Notes, the amount specified as such in the Constituting Instrument relating to such Series or Tranche, or if no such amount is so specified, the principal amount of any Note as shown on the face thereof.

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the **“Calculation Period”**):

- (i) if **“Actual/365”** or **“Actual/Actual”** is specified, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number

of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (ii) if “**Actual/365(Fixed)**” is specified, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (v) if “**30E/360**” or “**Eurobond Basis**” is specified, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date (as defined in Condition 7(a)) is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

“**Interest Amount**” means, in relation to a Series or Tranche of Notes, the amount of interest payable in respect of each Authorised Denomination of such Notes for the relevant Interest Period in respect of such Notes.

“**Interest Commencement Date**” means, in relation to a Series or Tranche of Notes, the Issue Date of such Note or such other date as may be specified as the Interest Commencement Date in relation to such Series or Tranche in the Constituting Instrument relating thereto.

“**Interest Determination Date**” means, in respect of any Interest Period, the date specified as the Interest Determination Date in the Constituting Instrument, or, if none is so specified, the day which, in the reasonable determination of the Interest Calculation Agent, falls the number of days preceedings the commencement of such Interest Period as is customary in respect of the relevant Benchmark.

“**Interest Payment Date**” means, in relation to a Series or Tranche of Notes, the date or dates specified as the date(s) for the payment of interest in the Constituting Instrument constituting such Series or Tranche.

“**Interest Period**” means, in relation to a Series or Tranche of Notes, the period beginning on (and including) the Interest Commencement Date in relation to such Series or Tranche and ending on (but excluding) the first Interest Payment Date in relation to such Series or Tranche and each successive period beginning on (and including) an Interest Payment Date in relation to such Series or Tranche and ending on (but excluding) the next succeeding Interest Payment Date in relation to such Series or Tranche.

“**Interest Rate**” means, in relation to a Series or Tranche of Notes, the rate of interest payable from time to time in respect of such Series or Tranche and which is either specified in, or calculated in accordance with the provisions of the Conditions of such Series or Tranche.

“ISDA Definitions” means the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as supplemented and/or amended from time to time.

“Issue Date” means, in relation to a Series or Tranche of Notes, the date of issue of such Series or Tranche of Notes as specified in the Constituting Instrument.

“Redemption Amount” means, as the context may require, Early Redemption Amount, Noteholder Optional Redemption Amount, Issuer Optional Redemption Amount and Scheduled Redemption Amount in relation to any Series or Tranche of Notes, the amount specified in the Constituting Instrument in relation to such Series or Tranche of Notes as being payable upon redemption of each Note in accordance with the relevant Conditions and references to Redemption Amount shall be deemed to include references to Instalment Amount and to Amortised Face Amount, in each case where the context permits“.

“Reference Banks” in relation to any Series or Tranche of Notes, means the banks (if any) named or referred to as Reference Banks in the Conditions of such Series or Tranche, or selected by the Calculation Agent in relation to such Series or Tranche in accordance with the Conditions of such Series or Tranche, and includes any Successors as Reference Banks.

“Relevant Business Day” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the Relevant Financial Centre and (in the case of Notes denominated in Euro, a day on which the Trans-European-Automated Real-time Gross settlement Express Transfer (TARGET) system or its successor in business (the **“TARGET System”**) is open.

“Relevant Date” means, in relation to a Series or Tranche of Notes, the date which is the earlier of (A) the date on which all amounts due in respect of the Note have been paid; and (B) the date on which the full amount of the moneys payable has been received by the Trustee, the Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, and notice to that effect has been given to holders in accordance with the provisions of Condition 14.

“Relevant Financial Centre” means London (if the relevant Benchmark is LIBOR, LIMEAN or LIBID) or Brussels (if the relevant Benchmark is EURIBOR) or (in the case of Notes, the Interest Rate in respect of which is to be calculated by reference to some other Benchmark) the financial centre specified in the Constituting Instrument, or, if no such centre is so specified, the financial centre determined by the Interest Calculation Agent to be appropriate to such Benchmark.

“Relevant Rate” means, in relation to a Series or Tranche of Notes:

- (1) an offered rate in the case of a Note the Benchmark for which relates to an offered rate;
- (2) a bid rate in the case of a Note the Benchmark for which relates to a bid rate; and
- (3) the mean of an offered and bid rate in the case of a Note the Benchmark for which relates to the mean of an offered and bid rate.

“Relevant Time” means, in relation to a Series or Tranche of Notes, the local time in the Relevant Financial Centre in relation to such Series or Tranche at which the Interest Calculation Agent determines that it is customary to determine bid and offered rates in respect of Euro-currency deposits in the currency in question in the interbank market in that Relevant Financial Centre.

“Spread” means, in relation to a Series or Tranche of Notes, the percentage rate per annum specified as such in the Constituting Instrument relating to such Series or Tranche as being applicable to the Notes of such Series or Tranche.

“Spread Multiplier” means, in relation to a Series or Tranche of Notes, the figure specified as such in the Constituting Instrument relating to such Series or Tranche as being applicable to the interest rate for the Notes of such Series or Tranche.

7. Redemption, Purchase and Exchange

(a) *Final redemption*

Unless previously redeemed or purchased and cancelled as provided below, each Note (other than an Interest Only Note) will be redeemed at its Scheduled Redemption Amount (as defined in Condition 7(e)) on the date specified as the Maturity Date in the Constituting Instrument (the **“Maturity Date”**). Unless otherwise stated in the Constituting Instrument, no Scheduled Redemption Amount will be payable on an Interest Only Note.

(b) *Mandatory redemption*

If :

- (1) any of the Charged Assets in respect of a Series of Notes or amounts outstanding thereunder become due and repayable (in whole or in part), or become capable of being declared due and repayable, prior to their stated date of maturity or other date or dates for their payment or repayment or (b) any obligor in respect of the Charged Assets fails to make, when and where due, in the currency and manner due, any payment of any amount under the Charged Assets without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Charged Assets (as provided for in the terms and conditions of the Charged Assets as at the date such Charged Assets become a Charged Asset) or if the Counterparty determines in its sole discretion that any other event or condition has occurred which with the giving of notice or lapse of time or both would constitute a default, event of default or other termination event under or in respect of such Charged Assets, or (c) any obligor in respect of the Charged Assets (or any government de facto or de jure or governmental authority in the jurisdiction of organisation of such obligor) disaffirms, disclaims, repudiates or rejects in whole or part or challenges the validity of one or more obligations of such obligor (whether or not including the Charged Assets) or declares or imposes currency controls or a moratorium, standstill or deferral whether de facto or de jure with respect to one or more such obligations; or
- (2) the Charged Assets comprise any agreement of the type contemplated in the definition herein of Charged Agreement and such agreement is, or becomes capable of being terminated by any party thereto, in each case whether or not by reason of an event of default (howsoever described) thereunder or there is a payment default in respect of such agreement without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such agreement; or
- (3) the Issuer satisfies the Trustee that the performance of its obligations under the Notes or ancillary thereto has or will become unenforceable, illegal or otherwise prohibited in whole or in part as a result of the Issuer's compliance with any applicable present or prospective law, rule, regulation, judgment, order or directive of or in any jurisdiction or any governmental administrative, legislative or judicial power or the interpretation thereof; or

- (4) any other event as may be specified as an “**Additional Mandatory Redemption Event**” in the Series Memorandum has occurred,

then the Issuer, the Counterparty or the Trustee shall, promptly upon becoming aware of any such event or circumstance (in the case of the Trustee, provided that in its capacity as such it is actually aware of the same), give notice thereof to the other of them and the Notes shall become due and repayable as provided by Condition 7(e). The Issuer shall give notice to the Noteholders in accordance with Condition 14 that the Notes are due and repayable in accordance with Condition 7(e) as soon as reasonably practicable after becoming aware of such event or circumstance.

(c) *Redemption for taxation and other reasons*

(A) If:

- (1) the Issuer, on the occasion of the next payment due in respect of the Notes, would be required by law to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount that would otherwise be due in respect of the Notes but for the imposition of such tax (other than in circumstances which give rise to a Withholding Requirement (as defined below) entitling the Noteholders by Extraordinary Resolution to declare the Notes due and repayable pursuant to Condition 7(c)(B) below), the Issuer shall promptly upon becoming aware thereof so inform the Trustee and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved in writing by the Trustee and the Counterparty (if any) as the principal debtor (and provided that, in the case of a rated Series, prior notice of any such substitution is given to the Ratings Agency or Rating Agencies each of which has confirmed that its rating will not be adversely affected thereby) and if it is unable to arrange such substitution before the next payment is due in respect of the Notes; or
- (2) any Charged Agreement is terminated (in whole but not in part and other than in consequence of Condition 7(g) or Condition 7(h) or in connection with a redemption of Notes pursuant to Condition 7(b), Condition 7(f) or Condition 9 or save where the Conditions provide otherwise) for any reason, set out therein,

then the Issuer shall promptly give notice to the Trustee and the Notes shall become due and repayable as provided by Condition 7(e) (unless otherwise specified in the relevant Constituting Instrument). The Issuer shall give notice to the Noteholders in accordance with Condition 14 that the Notes are due and repayable in accordance with Condition 7(e) (unless otherwise specified in the relevant Constituting Instrument) as soon as reasonably practicable after becoming aware of such event or circumstance.

Notwithstanding the foregoing, if any of the taxes referred to in this Condition 7(c) arises:

- (i) owing to the connection of any Noteholder or Receiptholder or Couponholder with the taxing jurisdiction in which the Issuer is incorporated, any taxing jurisdiction in which the Issuer is resident for tax purposes or other relevant taxing jurisdiction (including any jurisdiction in or through which payment is made or any jurisdiction which has a political, taxation or other relevant agreement, union or federation with the jurisdiction in or through which payment is made) otherwise than by reason only of the holding of any Note or Receipt or Coupon or receiving principal or interest in respect thereof; or

- (ii) by reason of the failure by the relevant Noteholder or Receiptholders or Couponholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax; or,
- (iii) in respect of any Note or Coupon where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive ("**European Union Directive**") on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to confirm to, such Directive; or
- (iv) in respect of any Note or Coupon presented for payment by or on behalf of a Noteholder or Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union,

then, to the extent it is able to do so, the Issuer shall deduct such taxes from the amounts payable to such Noteholder or Receiptholder or Couponholder but this shall not affect the rights of the other Noteholders and Receiptholders or Couponholders (if any) hereunder. Any such deduction shall not constitute an Event of Default under Condition 9.

- (B) Provided always that the Constituting Instrument shall have expressly stated that this Condition 7(c)(B) shall apply to the Series of Notes in question, if, as a result of the imposition of a Withholding Requirement (as defined below) the Issuer would, or there is a substantial likelihood that the Issuer would, receive any amount from a Counterparty under a Charged Agreement applicable to the Notes of such Series net of a withholding or deduction for or on account of any taxes, the Noteholders may, by Extraordinary Resolution, elect that the Notes shall become due and repayable (whereupon they shall become due and repayable) as provided by Condition 7(e)(2) (unless otherwise specified in the relevant Constituting Instrument). Unless and until, however, such an Extraordinary Resolution is passed by the Noteholders each payment of principal (or, as the case may be, Scheduled Redemption Amount) or interest (or, as the case may be, Coupon Amounts) shall (unless otherwise specified in the relevant Constituting Instrument) be reduced by a proportion which is equal to the proportion which the amount required to be withheld or deducted from the relevant payment payable to the Issuer under the relevant Charged Agreement which is intended to provide the Issuer with sufficient funds to pay such principal (or, as the case may be, Scheduled Redemption Amount) or interest (or, as the case may be, Coupon Amounts), as the case may be (the "**Relevant Payment**") bears to the full amount of such Relevant Payment which would have been payable to the Issuer under the Charged Agreement in the absence of the relevant Withholding Requirement. Accordingly, unless and until an Extraordinary Resolution is passed by the Noteholders declaring the Notes due and repayable in accordance with this Condition 7(c)(B), failure by the Issuer to pay the full amount of any principal (or, as the case may be, Scheduled Redemption Amount) or interest (or, as the case may be, Coupon Amounts) but for such reduction aforesaid shall not constitute an Event of Default for the purposes of Condition 9. The Issuer shall promptly notify the Trustee upon becoming aware of any Withholding Requirement (or substantial likelihood thereof) which would be imposed on any amount payable to it under any Charged Agreement and shall promptly give notice thereof to the Noteholders in accordance with Condition 14 together with details of the amount of such withholding or deduction, the date on which it is first applicable and the proportion by which each relevant payment in respect of the Notes will be reduced in consequence thereof in accordance with this Condition.

As used herein, “**Withholding Requirement**” means a requirement to make a withholding or deduction for or on account of any Taxes (as defined in the Charged Agreement) due to any action taken by a taxing authority or taken or brought in a court of competent jurisdiction, on or after the Issue Date (regardless of whether such action is taken or brought with respect to a party to a Charged Agreement) or a Change in Tax Law (as defined in the relevant Charged Agreement).

(d) *Early redemption of Zero Coupon Notes*

The provisions of this Condition 7(d) shall apply to any Note in respect of which the Amortisation Yield and Day Count Fraction are specified in the Constituting Instrument.

- (1) The amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 7(b), Condition 7(c) or, if applicable, Condition 7(f) or upon its becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note. References in these Conditions to “**principal**” or “**Early Redemption Amount**” or “**Issuer Optional Redemption Amount**” or “**Noteholder Optional Redemption Amount**” in the case of Zero Coupon Notes shall be deemed to include references to “**Amortised Face Amount**” where the context permits.
- (2) Subject to the provisions of Condition 7(d)(3) below, the Amortised Face Amount of any Zero Coupon Note shall be the Scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the Constituting Instrument compounded annually. Where such calculation is made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified in the Constituting Instrument.
- (3) If the amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 7(b), Condition 7(c) or, if applicable, Condition 7(f) or upon its becoming due and payable as provided in Condition 9 is not paid when due, the amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as calculated in accordance with Condition 7(d)(2), except that such sub-paragraph shall have effect as though the reference therein to the Maturity Date were replaced by a reference to the Relevant Date.

The calculation of the Amortised Face Amount will continue to be made (as well after as before judgment) until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the principal amount of such Note together with any interest which may accrue in accordance with Condition 6(d).

(e) *Redemption Amount of Notes*

- (1) The amount payable upon redemption of each Note (“**Scheduled Redemption Amount**”) (other than an Interest Only Note) on the Maturity Date in accordance with Condition 7(a) shall be its outstanding principal amount, unless otherwise specified in the applicable Constituting Instrument.
- (2) Subject as provided by Condition 7(d) and unless the Constituting Instrument provides otherwise, the amount payable upon redemption of each Note pursuant to Condition 7(b) or Condition 7(c) or upon it becoming due and payable as provided in Condition 9 shall be the lesser of (i) the outstanding principal amount of such Note plus any accrued but unpaid interest thereon and (ii) the amount determined by the Trustee or, where applicable, the Determination Agent to be the amount available for redemption of such Note by applying the portion available to the

Noteholders pursuant to Condition 4(d) (or as it may be amended or replaced by the Constituting Instrument) of the net proceeds of enforcement of the security in accordance with Condition 4 *pari passu* and rateably to the Notes (such amount being the “**Early Redemption Amount**”). No interest shall be payable in addition to the Early Redemption Amount except interest which was due and payable prior to the Early Redemption Date (as defined below). Unless otherwise set out in the Constituting Instrument no Early Redemption Amount shall be payable in respect of an Interest Only Note.

- (3) Unless the Constituting Instrument provides otherwise, upon the date on which the Issuer gives notice to the Noteholders that the Notes are or will become due and repayable pursuant to Condition 7(b) or Condition 7(c), the security constituted by the relevant Constituting Instrument shall become enforceable and the provisions of Condition 4(a) and Condition 4(c) shall thereafter apply. Upon receipt of the proceeds (if any) of realisation of the Mortgaged Property following such enforcement, the Trustee shall give notice to the Noteholders in accordance with Condition 14 of the date on which each Note shall be redeemed at its Early Redemption Amount the (the “**Early Redemption Date**”).
- (4) The Constituting Instrument shall, where appropriate, specify the name of the Determination Agent appointed to determine the Early Redemption Amount. The Issuer will procure that, so long as any Note remains outstanding, there shall at all times be a Determination Agent if provision is made for the same in the Constituting Instrument and, if there is a Charged Agreement and no Determination Agent is specified in the Constituting Instrument, the Counterparty shall be the Determination Agent.

The Determination Agent will, on such date as the Determination Agent may be required to calculate any Early Redemption Amount, if required to be calculated, cause such Early Redemption Amount to be notified to the Trustee, the Principal Paying Agent or, in the case of Registered Notes, to the Registrar, each of the Paying Agents and to be notified to Noteholders in accordance with Condition 14 as soon as possible after its calculation but in no event later than the first Relevant Business Day thereafter. Any calculation of the Early Redemption Amount (whether by the Determination Agent or the Trustee) shall (in the absence of manifest error) be final and binding upon all parties.

If the Determination Agent is unable or unwilling to act as such, the Issuer will, with the prior written consent of the Trustee, appoint the London office of a leading bank engaged in the London interbank market to act as such in its place. The Determination Agent may not resign its duties without a successor having been appointed as aforesaid.

- (5) If any Maximum or Minimum Redemption Amount is specified in the Constituting Instrument, then the Early Redemption Amount shall in no event exceed the maximum or, subject as provided in Condition 7(e)(2) and Condition 10, be less than the minimum so specified.
- (6) The Issuer may, if so specified in the applicable Constituting Instrument that this Condition 7(e)(6) applies and if the Constituting Instrument specifies the name of a Determination Agent, elect to satisfy its obligations to the Noteholders to pay the Scheduled Redemption Amount or any Early Redemption Amount or any Noteholder Optional Redemption Amount (as defined in Condition 7(f)(1)) or any Issuer Optional Redemption Amount (as defined in Condition 7(f)(2)) in respect of each Note by delivery to the relevant Noteholder of the Attributable Charged Assets (as defined below).

In such case, the Issuer will procure that the Custodian will, subject to receipt by it of a confirmation from the Principal Paying Agent or Registrar (as relevant) of any termination payment payable to or by the Issuer from or to each Counterparty (if any) on termination of the Charged Agreement (if any) subject to the terms and conditions of the Charged Assets and to all applicable laws, regulations and directives and to payment by the relevant Noteholder(s) of any related costs and expenses (including stamp duty or other tax) involved, deliver the Attributable Charged Assets, or shall procure that the Attributable Charged Assets are delivered, to each relevant Noteholder (free and clear of all charges, liens and other encumbrances but together with the benefit of all rights and entitlements attaching thereto at any time after the date of delivery) on the date specified in the applicable Constituting Instrument (the “**Delivery Date**”).

In order to receive delivery of the relevant amount of Attributable Charged Assets, each Noteholder shall, on or prior to the Delivery Date, supply to the Custodian such evidence of the aggregate principal amount of the Notes held by such Noteholder as the Custodian may require. The following shall constitute evidence satisfactory to the Custodian:

- (i) if the Notes are in definitive form, all unmatured Coupons appertaining to such Note(s), (or an indemnity from each Noteholder in respect of any unmatured Coupons not so surrendered as the Issuer may require) or,
- (ii) in the case of Notes in global form, a certificate or other document issued by Euroclear or Clearstream, Luxembourg or the Alternative Clearing System as to the principal amount of the Notes standing to the credit of the account of the Noteholder in question and confirming that such Noteholder has undertaken to Euroclear or Clearstream, Luxembourg or the Alternative Clearing System expressly for the benefit of the Issuer that it will not sell, transfer or otherwise dispose of its Notes (or any of them) or any interest therein at any time on or prior to the Delivery Date,

together with, in either case, confirmation from the Principal Paying Agent or the Paying Agent or the Registrar (as relevant) that the Noteholder has surrendered to it the relevant Notes.

On receipt of such evidence by the Custodian, the relevant amount of Attributable Charged Assets shall (subject as aforesaid) be delivered to such Noteholder or to such account with Euroclear or Clearstream, Luxembourg or the Alternative Clearing System as will be specified in the delivery instructions given in the manner set out below. Any stamp duty or other tax and any other costs and expenses payable in respect of the transfer of such Attributable Charged Assets shall be the responsibility of, and payable by, the relevant Noteholder.

A holder of Notes in definitive form, at the same time as surrendering such Notes together with, if applicable, all unmatured Coupons appertaining thereto, to the Principal Paying Agent or the Paying Agent (in the case of Bearer Notes) or the Registrar or Transfer Agent (in the case of Registered Notes), shall specify to the Principal Paying Agent or the Registrar (as applicable) its instructions concerning the delivery to it, or any nominee of it, of the relevant amount of Attributable Charged Assets to which it is entitled and the Principal Paying Agent or Registrar (as applicable) shall forthwith notify the Custodian and each Counterparty (if any) of such instructions.

A holder of Notes in global form shall notify the Custodian of its instructions concerning the delivery to it, or any nominee of it, of the relevant amount of Attributable Charged Assets to which it is entitled, which instructions will, for the

avoidance of doubt, be included in any notice given to the Custodian by Euroclear or Clearstream, Luxembourg in accordance with the provisions above and the Custodian shall forthwith notify the Counterparty of such instructions.

As used herein “**Attributable Charged Assets**” shall be the proportion of Charged Assets (rounded to the nearest whole number) as equals the proportion which each Noteholder's holding of Notes bears to the total principal amount outstanding of the Notes as calculated by the Determination Agent in the manner and on the date specified in the applicable Series Memorandum. If the amount of Attributable Charged Assets to be delivered to a Noteholder is not divisible by the minimum denomination of such Charged Assets, the amount of Attributable Charged Assets to be delivered to such Noteholder shall be rounded down to the nearest whole multiple of such minimum denomination. Any determination of the Attributable Charged Assets to which a Noteholder is entitled by the Determination Agent shall be final and binding on all parties.

The net sums (if any) realised upon the security becoming enforceable on the early redemption of the Notes pursuant to the Conditions (including Condition 7(b) and 7(c) above) may be insufficient to pay all the amounts due to each Counterparty (if any) and to pay to the Noteholders amounts equal to the Scheduled Redemption Amount and the interest which would otherwise accrue to the date of redemption. In such event, any shortfall shall be borne by the Noteholders, Receiptholders and Couponholders (if any) and by each Counterparty (if any) and any other persons entitled to the benefit of the security pursuant to the Constituting Instrument in the inverse of the order of priority specified in the Constituting Instrument and the Early Redemption Amount will reflect such shortfall in the case of the Noteholders. None of the Trustee, the holders of the issued share capital of the Issuer, any Counterparty (if any), the Arranger, the Dealers or any other person has any obligation to any Noteholders or Receiptholders or Couponholders (if any) for payment of any amount by the Issuer in respect of the Notes or Receipts or Coupons (if any).

(f) *Redemption at the option of the Noteholders or the Issuer*

(1) Noteholder option

If this Condition 7(f)(1) is stated by the Constituting Instrument to be applicable, the Issuer shall, subject to compliance with all relevant laws, regulations and directives, at the option of the holder of any Note, redeem such Note on the date or dates specified for such purpose in the Constituting Instrument at its Scheduled Redemption Amount or such other amount as may be specified in the Constituting Instrument, or the amount calculated on the basis specified in Constituting Instrument (as the case may be) as being the applicable redemption amount or the applicable basis of determining the redemption amount pursuant to this Condition 7(f)(1) (such amount being the “**Noteholder Optional Redemption Amount**”), together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit the relevant Note with any Paying Agent (in the case of Bearer Notes) or the Registrar or any Transfer Agent (in the case of Registered Notes) at their respective specified offices, together with a duly completed notice of redemption (“**Redemption Notice**”) in the form obtainable from any Paying Agent (in the case of Bearer Notes) or from the Registrar or any Transfer Agent (in the case of Registered Notes) not more than 60 nor less than 30 days prior to the relevant date for redemption and provided that, in the case of any Note represented by a Global Note or a Global Registered Certificate registered in the name of a nominee for Euroclear or Clearstream, Luxembourg or an Alternative

Clearing System, the Noteholder must deliver such Redemption Notice together with an authority to Euroclear or Clearstream, Luxembourg or the relevant Alternative Clearing System (in each case, as appropriate) to debit such Noteholder's account accordingly and provided that, in the case of any Note represented by a Global Registered Certificate registered in the name of any other person, the Noteholder must deliver such Redemption Notice together with an instruction to such person to amend its records accordingly. No Note (or authority) so deposited may be withdrawn (except as provided in the Constituting Instrument) without the prior written consent of the Issuer.

(2) Issuer option

If this Condition 7(f)(2) is stated by the Constituting Instrument to be applicable, the Issuer may, on giving not more than 30 nor less than 15 days' notice (or such any other notice period as may be specified in the Constituting Instrument) to the Trustee and the Noteholders in accordance with Condition 14, and subject to compliance with all relevant laws, regulations and directives, at its option, redeem all or some of the Notes in the manner and on the date or dates specified in the Constituting Instrument at their Scheduled Redemption Amount or such other amount as may be specified in the Constituting Instrument, or the amount calculated on the basis specified in the Constituting Instrument (as the case may be) as being the applicable redemption amount or the applicable basis of determining the redemption amount pursuant to this Condition 7(f)(2) (such amount being the “**Issuer Optional Redemption Amount**”), together with interest accrued to the date fixed for redemption.

Notice given by the Issuer to redeem Note(s) pursuant to this Condition 7(f)(2) may not be withdrawn (save with the prior written consent of the Trustee) and the Issuer shall be bound to redeem the Note(s) in accordance with the notice, this Condition 7(f)(2) and the Constituting Instrument.

In the case of a partial redemption of Notes (if permitted as specified in the Constituting Instrument):

- (A) when the Notes are in definitive form, if a partial redemption is specified in the Constituting Instrument to be effected by selection of whole Notes, the Notes to be redeemed will be selected in the manner indicated in the Constituting Instrument and notice of the Notes called for redemption will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption, or, if a partial redemption of Notes is specified in the Constituting Instrument to be effected by *pro rata* payment, the outstanding principal amount of each Note shall be redeemed in a proportion equal to the proportion which the outstanding principal amount of such Note bears to the aggregate outstanding principal amount of all the Notes at such time; and
- (B) when the Notes are represented by a Global Note or a Global Registered Certificate, if a partial redemption is specified in the Constituting Instrument to be effected by selection of whole Notes, the Notes to be redeemed will be selected in accordance with the rules of Euroclear or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or the relevant Alternative Clearing System (in each case, as appropriate) or (in any case where a Global Registered Certificate is registered in the name of a person other than a nominee for Euroclear or Clearstream, Luxembourg or an Alternative Clearing System) in accordance with the rules and procedures established from time to time by such person

or, if a partial redemption of Notes is specified in the Constituting Instrument to be effected by *pro rata* payment, a portion of each Note shall be redeemed in an amount equal to the amount of funds or value of Charged Assets for redemption, as applicable, then available divided by the number of Notes then outstanding which are represented by such Global Note or Global Registered Certificate.

The sums payable upon an optional redemption pursuant to Condition 7(f) may be insufficient to pay all the amounts due to the Counterparty (if any) and to pay to the Noteholders amounts equal to the Optional Redemption Amount and the interest which would otherwise accrue to the date fixed for redemption. In such event, any shortfall shall be borne by the Noteholders, Receiptholders and Couponholders (if any) and by the Counterparty (if any) and any other persons entitled to the benefit of the security pursuant to the Constituting Instrument according to the reverse order of priority specified in the Constituting Instrument and the Optional Redemption Amount will reflect such shortfall in the case of the Noteholders. None of the Trustee, the holder or holders of the shares in the Issuer (or if it is acting as a share trustee or custodian, the beneficiary or beneficiaries), the Counterparty (if any), the Arranger or any other person has any obligation to any Noteholders or Receiptholders or Couponholders (if any) for payment of any amount by the Issuer in respect of the Notes or Receipts or Coupons (if any).

(g) *Purchase*

Unless otherwise provided in the Constituting Instrument, the Issuer may, with the consent of each Counterparty (if any), purchase Notes in the open market or otherwise at any price (provided, in the case of definitive Bearer Notes, that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith). Any such purchase shall be subject to receipt by the Issuer of an amount (whether by sale of the Charged Assets (or in the case of a purchase of some only of the Notes, a proportion of the Charged Assets corresponding to the proportion of the Notes to be purchased) or otherwise) which, plus or minus any termination payment payable to or by the Issuer from or to each Counterparty (if any) on the termination (or as the case may be partial termination) of the Charged Agreement (if any) is sufficient to fund the purchase price payable by the Issuer, provided that, on such purchase, the Charged Agreement (or a proportionate part thereof which corresponds to the Notes to be purchased) will terminate.

No interest will be payable with respect to a Note to be purchased pursuant to this Condition 7(g) in respect of the period from the previous date for the payment of interest on the Note, or, if none, the Issue Date to the date of such purchase.

If not all the Notes represented by a Registered Certificate are to be purchased, the Registrar shall forthwith upon the written request of the Noteholder concerned issue a new Registered Certificate in respect of the Notes which are not to be purchased and dispatch such Registered Certificate to the Noteholder (at the risk of the Noteholder and to such address as the Noteholder may specify in such request).

When, in connection with the application of this Condition 7(g), it is necessary for the Issuer to sell the Charged Assets or any part thereof in the market, the Issuer shall instruct the Realisation Agent to arrange for and administer such sale. Upon being so instructed, the Realisation Agent shall take such steps as it considers appropriate to effect an orderly and prompt sale of the Charged Assets or such part thereof as it is instructed by the Issuer to sell. In carrying out any such sale the Realisation Agent shall act in good faith and shall sell at its best execution price less any commissions or expenses charged by the Realisation Agent and agreed with the Issuer.

In order to obtain its best execution price for the above purposes, the Realisation Agent shall be required to take reasonable care to ascertain the best price that is available for the sale of the Charged Assets or such part thereof at the time of the sale for transactions of the size and kind concerned but shall not be required to delay the sale for any reason including the possibility of achieving a higher price. The Realisation Agent shall not be liable (i) to account for anything except the actual net proceeds of the Charged assets received by it or (ii) for any costs, charges, losses, damages, liabilities or expenses arising from or connected with the sale or otherwise unless such costs, charges, losses, damages, liabilities or expenses shall have been caused by its own fraud or wilful default. Nor shall the Realisation Agent be liable to the Issuer, the Noteholders, the Trustee or any other person merely because a higher price could have been obtained had the sale been delayed or to pay to the Issuer, the Noteholders, the Trustee or any other person interest on any proceeds from the sale held by it at any time.

The Master Trust Terms contains provisions for the release from the security in favour of the Trustee of the relevant Charged Assets (or part thereof) which correspond to the Series of Notes (or part thereof) to be redeemed by the Issuer pursuant to Condition 7(f) or purchased by the Issuer pursuant to Condition 7(g).

Whilst the Notes are represented by a Global Note or a Global Registered Certificate, the relevant Global Note or Global Registered Certificate will be endorsed to reflect the principal amount of Notes so redeemed or purchased.

(h) *Exchange of Series*

If so specified in relation to the Notes of a Series in the Constituting Instrument, the Noteholders of a Series may together by notice in writing delivered to the Issuer (and copied to the Trustee), with the consent of each Counterparty (if any), and subject to and in accordance with the provisions of the Constituting Instrument, request the Issuer to issue a further Series of Notes (the “**New Series**”) in exchange for that existing Series of Notes (the “**Existing Series**”) on such terms as may be specified in the Constituting Instrument or specified or approved by all such Noteholders. Any Charged Agreement in respect of such Existing Series so exchanged will be terminated and the security for the New Series will be that constituted by the Constituting Instrument in relation to the Existing Series (other than a security interest in respect of any Charged Agreement so terminated) and, if appropriate, over a further Charged Agreement to be entered into in connection with the New Series, all in accordance with the terms of the Constituting Instrument and as previously approved in writing by the Trustee provided that if the Existing Series is rated by any Rating Agency at the request of the Issuer, they may only be exchanged for a New Series if each such Rating Agency shall have confirmed that it will assign the New Series the same rating as that assigned by such Rating Agency to the Existing Series (unless the relevant Rating Agency shall have waived such requirement or the rules of the relevant Rating Agency at the date of such exchange do not so require such similar rating).

If the Existing Series is admitted to trading on a stock exchange and if it is intended for the New Series to be admitted to trading on such stock exchange, the Issuer shall notify such stock exchange and produce such Series Memorandum and produce such information as the rules of such stock exchange may require in connection therewith.

If the Noteholders of a Series elect, pursuant to Condition 7(h) to exchange such Series for a New Series, upon termination of any Charged Agreement in respect of the Existing Series so exchanged, a shortfall may be suffered by the Noteholders.

(i) *Redemption by instalments*

Unless previously redeemed, purchased and cancelled as provided in this Condition 7, each Note which provides for “**Instalment Dates**” and “**Instalment Amounts**” will be

partially redeemed on each Instalment Date at the specified Instalment Amount, whereupon the outstanding principal amount of such Note and its Scheduled Redemption Amount (unless specified otherwise in the Constituting Instrument) shall be reduced for all purposes by the Instalment Amount. If the Constituting Instrument requires the Instalment Amounts to be calculated, it will specify the Determination Agent appointed to determine such Instalment Amounts and the provisions of Condition 7(e) in relation to the calculation of Redemption Amounts shall apply *mutatis mutandis* in relation to the calculation of Instalment Amounts.

(j) *Early redemption of Credit Linked Notes upon occurrence of a Credit Event*

If the Constituting Instrument specifies that the Notes are Credit Linked Notes, the Constituting Instrument will set out the details of any credit events ("**Credit Events**"), reference entities and reference obligations which apply to the Terms and Conditions of the relevant Notes. Unless otherwise specified in the Constituting Instrument, upon the occurrence of a Credit Event, as determined by the Determination Agent, the principal amount of the Credit Linked Note will be reduced and, on the applicable early redemption date, the Credit Linked Note will be redeemed in an amount calculated in the manner specified in the Constituting Instrument.

(k) *Partly Paid Notes*

Partly Paid Notes will be redeemed whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the Constituting Instrument.

(l) *Cancellation*

All Notes of any Series which are redeemed (together, in the case of Bearer Notes, with such unmatured Receipts, Coupons and Talons as are attached thereto or are surrendered therewith at the time of such redemption) and all Receipts and Coupons which are paid and Talons which are exchanged shall, unless otherwise permitted by these Conditions or the Constituting Instrument, be cancelled forthwith by the Paying Agent or the Registrar or Transfer Agent, as the case may be, by or through which they are redeemed or paid. Each Paying Agent shall give all relevant details and forward cancelled Notes, Receipts, Coupons and Talons to the Principal Paying Agent or its designated agent. All Notes which are purchased by the Issuer pursuant to Condition 7(g) (together, in the case of Bearer Notes, with such unmatured Receipts, Coupons and Talons as are attached thereto or are surrendered therewith at the time of such purchase) and all Receipts and Coupons which are paid and Talons which are exchanged shall, unless otherwise permitted by the Conditions, be delivered to, and cancelled forthwith by, the Principal Paying Agent (in the case of Bearer Notes, Receipts, Coupons and Talons) or the Registrar or Transfer Agent (in the case of Registered Notes), as the case may be.

Each Transfer Agent shall give all relevant details and forward cancelled Notes to the Registrar or its designated agent.

8. Payments

(a) *Bearer Notes*

Payments of principal and interest in respect of Bearer Notes (other than Dual Currency Notes) will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payment of Instalment Amounts other than payment of the last Instalment Amount and provided that each Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 8(e)(6)) or Coupons (in the case of interest,

save as specified in Condition 8(e)(6)) at the specified office of any Paying Agent outside the United States by transfer to an account denominated in the currency in which such payment is due, or (in the case of Notes in definitive form) a cheque payable in that currency drawn on a bank in the principal financial centre of that currency (or, in the case of Notes denominated in Euro, such financial centre in a participating Member State as the Issuer may reasonably determine; provided that if the Notes are denominated in Yen, such payments will be made by a Yen cheque drawn on, or, at the option of the holders, by transfer to a Yen account (in the case of payment to a non-resident of Japan, to a non-resident Yen account) maintained by the payee with, a bank in Tokyo.

No payments of principal, interest or other amounts due in respect of Bearer Notes (or the related Coupons, Talons or Receipts) will be made by mail to an address in the United States or by transfer to an account maintained by the Holder in the United States.

For the purposes of this Condition 8(a), the term “**United States**” means the United States of America (including the states and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

(b) *Registered Notes*

- (1) Payments of principal (which, for the purposes of this Condition 8(b), shall include the final Instalment Amount but not other Instalment Amounts) in respect of Registered Notes (other than Dual Currency Notes) will be made to the person shown on the register against presentation and surrender of the relevant Registered Certificate at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 8(a). To the extent that a Noteholder does not present (and, if applicable, surrender) the relevant Registered Certificate at least three Business Days prior to the Maturity Date or other date for redemption (as the case may be) none of the Issuer, the Trustee, the Registrar, the Principal Paying Agent, the Interest Calculation Agent, each Counterparty (if any), the Determination Agent (if any), the Custodian or any other person shall be liable in respect of any delay in the payment of the relevant redemption monies to such Noteholder as a consequence thereof.
- (2) Interest (which, for the purposes of this Condition 8(b), shall include all Instalment Amounts other than the final Instalment Amount) on Registered Notes payable on any Interest Payment Date or, as the case may be, any Instalment Date will be paid to the persons shown on the Register on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payment of interest on each Registered Note (other than a Dual Currency Note) will be made in the currency in which such Notes are denominated by cheque drawn on a bank in the principal financial centre of the country of the currency concerned (or, in the case of Notes denominated in Euro, such financial centre in a participating Member State as the Issuer may reasonably determine) and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the relevant Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency.
- (3) Payments in Yen in respect of Registered Notes will be made in the manner specified in Condition 8(a).

(c) *Payments in the United States*

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if:

- (1) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due;
- (2) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts; and
- (3) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(d) *Payments subject to fiscal laws; payments on Global Notes and Global Registered Certificates*

- (1) All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives. No commissions or expenses shall be charged to the Noteholders, Receiptholders or Couponholders (if any) in respect of such payments.
- (2) Payments of principal and interest in respect of Bearer Notes when represented by a Global Note and payments of principal in respect of Registered Notes when represented by a Global Registered Certificate will be made against presentation and surrender or, as the case may be, presentation of the Global Note or Global Registered Certificate at the specified office of the Principal Paying Agent or, as the case may be, the Registrar, subject in all cases to any fiscal or other laws, regulations and directives applicable in the place of payment to the Issuer, the Principal Paying Agent or, as the case may be, the Registrar or the bearer or registered owner of the Global Note or Global Registered Certificate or any person (so long as the Global Note or Global Registered Certificate is held on behalf of Euroclear and Clearstream, Luxembourg, or an Alternative Clearing System) shown in the records of Euroclear, Clearstream, Luxembourg (other than each Clearing System to the extent that it is an account holder with the other Clearing System for the purpose of operating the "bridge" between the Clearing Systems) or such Alternative Clearing System as the holder of a particular principal amount of the Notes. A record of each payment so made will be endorsed on the relevant schedule to the Global Note or Global Registered Certificate by or on behalf of the Principal Paying Agent or, as the case may be, the Registrar which endorsement shall be *prima facie* evidence that such payment has been made.
- (3) The bearer of a Global Note or the registered owner of a Global Registered Certificate shall be the only person entitled to receive payments of principal and interest on the Global Note or Global Registered Certificate and the Issuer will be discharged by payment to the bearer or registered owner of such Global Note or Global Registered Certificate in respect of each amount paid. So long as the relevant Global Note or Global Registered Certificate is held by or on behalf of Euroclear, Clearstream, Luxembourg, or an Alternative Clearing System, each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System as the holder of a Note must look solely to Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System, as the case may be, for its share of each payment so made by the Issuer to the bearer or registered owner of the Global Note or Global Registered Certificate subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System, as the case may be. So long as the relevant Global Registered Certificate is registered in the

name of a person other than a nominee for Euroclear, Clearstream, Luxembourg, or an Alternative Clearing System, each of the persons shown in the records of such person as the holder of a Note must look solely to such person for its share of each payment so made by the Issuer to such person, subject to the rules and procedures established from time to time by such person. No person other than the bearer of the Global Note or the registered owner of the Global Registered Certificate shall have any entitlement to payments due by the Issuer on the Notes.

(e) *Unmatured Receipts and Coupons and unexchanged Talons*

- (1) Fixed Rate Notes which are Bearer Notes, other than Notes which are specified in the Constituting Instrument to be Long Maturity Notes (being Fixed Rate Notes whose principal amount is less than the aggregate interest payable thereon on the relevant dates for payment of interest under Condition 6(a)) or Variable Coupon Amount Notes, shall be surrendered for payment together with all unmaturing Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date (as defined in Condition 7(d)(3)) for the payment of such Redemption Amount (whether or not such Coupon has become void pursuant to Condition 11).
- (2) Subject to the provisions of the Constituting Instrument, upon the due date for redemption of any Floating Rate Note, Long Maturity Note or Variable Coupon Amount Note which is a Bearer Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (3) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Bearer Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (4) Upon the due date for redemption of any Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (5) Where any Floating Rate Note, Long Maturity Note or Variable Coupon Amount Note which is a Bearer Note is presented for redemption without all unmaturing Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (6) If the due date for redemption of any Bearer Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note. Interest accrued on a Registered Note from its Maturity Date in respect of which the Registered Certificate has been presented for payment of principal shall, save as otherwise provided in the Conditions, be paid in accordance with Condition 8(b). Interest accrued on a Zero Coupon Note from its Maturity Date shall be payable on redemption of such Zero Coupon Note against presentation thereof.

(f) *Non-business days*

Subject as provided in the Constituting Instrument, if any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day on which banks are open for general business and carrying out transactions in the relevant currency in the relevant place of presentation and in the place where payment is to be made and in the cities referred to in the definition of Business Days set out in the applicable Constituting Instrument.

(g) *Dual Currency Notes*

The Constituting Instrument in respect of each Series of Dual Currency Notes shall specify the currency in which each payment in respect of the relevant Notes shall be made, the terms relating to any option relating to the currency in which any payment is to be made and the basis for calculating the amount of any relevant payment and the manner of payment thereof.

(h) *Talons*

On or after the Interest Payment Date for the final Coupon forming part of a coupon sheet issued in respect of any Note, the Talon forming part of such coupon sheet may be surrendered at the specified office of the Principal Paying Agent or such other Paying Agent as is notified to the Noteholders in exchange for a further coupon sheet (but excluding any Coupons which may have become void pursuant to Condition 11).

9. **Events of Default**

The Trustee at its discretion may, and if so requested in writing by any Counterparty or the holders of at least one-fifth in principal amount of the Notes of any Series then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, subject to its being indemnified to its satisfaction, give notice to the Issuer that the Notes of such Series are, and they shall accordingly immediately become, due and repayable at their Early Redemption Amount, calculated as provided by Condition 7(e) (or, in the case of Zero Coupon Notes of a Series (unless the Constituting Instrument provides otherwise or does not specify the Amortisation Yield and Day Count Fraction) at their Amortised Face Amount) and the security constituted by the relevant Constituting Instrument and, (if applicable), any Additional Charging Instrument in respect of such Series shall become enforceable, and the proceeds of realisation of such security shall be applied as specified in Condition 4(d) (all as provided by the Trust Deed), in any of the following events (“**Events of Default**”):

- (a) if default is made for a period of 14 days or more in the payment of any sum due in respect of such Notes or any of them (save as specifically provided in these Conditions);
or
- (b) if the Issuer fails to perform or observe any of its other obligations under such Notes or the relevant Trust Deed and, if such failure is remediable, such failure continues for a period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer of notice requiring the same to be remedied (and, for such purposes, any failure to perform or observe any obligation shall be deemed remediable notwithstanding that the failure results from not doing an act or thing by a particular time);
or
- (c) if any order shall be made by any competent court or other authority or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of

amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms approved in writing by the Trustee; or

- (d) a decree or order by a court having jurisdiction is entered that declares the Issuer bankrupt (“*failliet*”), or approves a petition seeking a moratorium of payments (“*surséance van betaling*”), reorganisation, arrangement, adjustment or composition of or in respect of the Issuer under any applicable law, or adjudges that the Issuer is in a situation requiring special measures (“*bijzondere voorzieningen*”) in the interests of all creditors as referred to in Chapter 3.5.5.1 of the Act on the Financial Supervision (“*Wet op het financieel toezicht*”) (or any amendment, modification or re-enactment thereof) or appoints a receiver, liquidator, assignee or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, or orders the winding up or liquidation of its affairs or the competent Chamber of Commerce takes any action to dissolve the Issuer pursuant to the Trade Registry Act (*Handelsregisterwet*) (or any amendment, modification or re-enactment thereof); or
- (e) a voluntary case or proceeding is initiated by the Issuer under any applicable insolvency law, including presentation to the court of an application for bankruptcy (“*faillissement*”), for an administration, liquidation or dissolution order, or seeking the appointment of a receiver, administrator, liquidator or other similar official in relation to the Dutch Issuer or to the whole or any substantial part of the undertaking or assets of the Issuer, or the competent Chamber of Commerce takes any action to dissolve the Issuer pursuant to the Trade Registry Act (or any amendment, modification or re-enactment thereof), or a receiver, administrator, liquidator or other similar official is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer or an encumbrancer takes possession or execution or other process is levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer; or

While the Notes of any Series are represented by one or more Global Notes or Global Registered Certificates, the holder of any such Global Note or Global Registered Certificate (or two or more of them acting together, if more than one) representing one-fifth in principal amount of the Notes of such Series may exercise the right to request the Trustee to declare such Notes due and payable at the relevant amount by request in writing to the Trustee.

The provisions of the Master Trust Terms are expressed to apply separately to each Series. Accordingly, the occurrence of an event of default under one Series will not constitute an event of default under any other Series.

10. Enforcement and Limited Recourse

Only the Trustee may pursue the remedies available under the Trust Deed, the Conditions and any Additional Charging Instrument to enforce the rights of the Noteholders, Receiptholders and Couponholders (if any) of a Series or any Counterparty (in their respective capacities as such) in the order of priority specified in the Constituting Instrument. Neither any holder of any Note or Receipt or Coupon (if any) of such Series nor any Counterparty is entitled to proceed directly against the Issuer or the Mortgaged Property or any other assets of the Issuer, unless the Trustee, having become bound to proceed in accordance with the terms of the relevant Trust Deed, any Additional Charging Instrument or the Conditions, fails or neglects to do so within a reasonable period and such failure or neglect is continuing, or (in any circumstances) against any assets of the Issuer other than the Mortgaged Property. After realisation of the security in respect of the Notes of such Series which has become enforceable and distribution of the net proceeds thereof in accordance with Condition 4, or, in the case of an unsecured Series, distribution of the proceeds of the assets which are attributable to the relevant Series in accordance with the relevant priority of payments, and (in either case), save for lodging a claim in the liquidation of the Issuer initiated by another person or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer, neither the Trustee nor any Noteholder, Receiptholder or

Couponholder (if any) may take any further steps against the Issuer or any of its assets to recover any sum still unpaid in respect of the Notes or Receipts or Coupons (if any) nor may any Counterparty with the benefit of the security constituted by the Trust Deed take any further steps against the Issuer or any of its assets to recover any sum still unpaid in respect of the relevant Charged Agreement in respect of such Series and, in each case, all claims against the Issuer in respect of each of such sums unpaid shall be extinguished. In particular, (but, without limitation,) none of the Trustee, or any Noteholder, Receiptholder or Couponholder (if any) or any Counterparty shall be entitled to petition or take any other step for the winding-up of the Issuer in relation to such sums or otherwise, nor shall any of them have any claim in respect of any such sums or on any other account whatsoever over or in respect of any other assets of the Issuer.

Such net proceeds may be insufficient to pay all the amounts due to the Counterparty (if any) and to pay to the Noteholders amounts equal to the Scheduled Redemption Amount and the interest which would otherwise accrue to the date of redemption. In such event, any shortfall shall be borne by the Noteholders, Receiptholders and Couponholders (if any) and by each Counterparty (if any) and any other persons entitled to the benefit of the security pursuant to the Constituting Instrument according to the order of priority specified in the Constituting Instrument and the Early Redemption Amount will reflect such shortfall in the case of the Noteholders. None of the Trustee, the holder of the issued share capital of the Issuer, each Counterparty (if any), the Arranger, the Dealers or any other person has any obligation to any Noteholders or Receiptholders or Couponholders (if any) for payment of any amount by the Issuer in respect of the Notes or Receipts or Coupons (if any).

11. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts or Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or 5 years (in the case of interest) from the appropriate Relevant Date in respect thereof.

12. Replacement of Notes, Receipts, Coupons and Talons

If any Bearer Note or Registered Note (in global or definitive form), Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to all applicable laws and stock exchange requirements, at the specified office of the Principal Paying Agent (in the case of Bearer Notes) and the Registrar or any Transfer Agent (in the case of Registered Notes), upon payment by the claimant of the out-of-pocket expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued. In the case of a mutilated or defaced Bearer Note (unless otherwise covered by such indemnity as the Issuer may require) any replacement Bearer Note will only have attached to it Receipts, Coupons and/or Talons corresponding to those attached to the mutilated or defaced Bearer Note surrendered for replacement.

In the case of any Series of Notes listed on the Luxembourg Stock Exchange (in the case of Listed Notes and for so long as the rules of the stock exchange so require), Notes, Receipts, Coupons and Talons may be replaced in accordance with this Condition 12 at the office of the Paying Agent and/or the Transfer Agent in Luxembourg.

In the case of any Series of Notes admitted to trading on the Irish Stock Exchange and/or any other stock exchange (in the case of Admitted to trading Notes and for so long as the rules of the stock exchange so require), Notes, Receipts, Coupons and Talons may be replaced in accordance with this Condition 12 at the office of the Paying Agent and/or the Transfer Agent for Notes listed in Ireland.

13. Meetings of Noteholders, Modification, Waiver, Authorisation and Substitution

(a) *Meetings of Noteholders, modifications and waiver*

The Trust Deed provides for the convening meetings of Noteholders of a Series to consider matters affecting their interests, including the modification by Extraordinary Resolution of the Conditions, the Trust Deed applicable to the Series and/or, if applicable, any Additional Charging Instrument or any agreement or deed constituted or created by the Constituting Instrument applicable to the Series. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing a majority in principal amount of the Notes of the relevant Series for the time being outstanding, or, at any adjourned such meeting, two or more persons being or representing Noteholders of the relevant Series, whatever the principal amount of the Notes so held or represented, except that, *inter alia*, (A) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereof, (B) to reduce or cancel the principal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (C) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (D) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown in the Constituting Instrument, to reduce any such Minimum and/or Maximum, (E) to change any method of calculating the Redemption Amount or, in the case of Zero Coupon Notes, to vary the method of calculating the Amortised Face Amount, (F) to change the currency or currencies of payment or denomination of the Notes, (G) to take any steps which as specified in the Constituting Instrument may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (H) to issue notes on terms that such notes shall be consolidated and form a single series with the Notes of any existing Series other than in the circumstances set out in condition 16 for Further Notes, (I) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, (J) to modify the provisions of the Constituting Instrument concerning this exception or (K) to modify any other provisions specifically identified for this purpose in the Constituting Instrument may be modified only by resolutions passed at a meeting the quorum at which shall be two or more persons holding or representing two-thirds, or, at any adjourned such meeting, not less than one-third, in principal amount of the Notes for the time being outstanding. The holder of a Global Note or Global Registered Certificate representing the whole of a Series will be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders. A resolution duly passed at any meeting of the Noteholders will be binding on all Noteholders of the relevant Series, whether or not they were present at such meeting. A resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes who for the time being are entitled to receive notice of the meeting shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Noteholders of such Series.

The Trustee may, without consulting the Noteholders or Receiptholders or Couponholders (if any), determine that an event which would otherwise be an Event of Default shall not be so treated but only if and insofar as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby and only with the prior written consent of the Counterparty (such consent not to be unreasonably withheld or delayed) and provided, if the Notes are rated at the request of the Issuer by any Rating Agency, each such Rating Agency shall have been notified in advance thereof and shall have confirmed to the Trustee that its then current rating of the Notes will not be withdrawn or adversely affected thereby, which confirmation shall entitle the Trustee to conclude that the interests of the Noteholders shall not be materially prejudiced thereby. The Trustee may also agree, without the consent of the Noteholders or Receiptholders or Couponholders (if any), but only with the prior written consent of the Counterparty (such consent not to be unreasonably withheld or delayed, except in the event of an amendment being made to any security granted for the benefit of, among others, the Counterparty) and the Issuer,

and if the Notes rated at the request of the Issuer by any Rating Agency, provided that each such Rating Agency shall have been notified in advance thereof and shall have confirmed to the Trustee that the current rating of the Notes assigned by such Rating Agency will not be withdrawn or adversely affected thereby (which confirmation shall entitle the Trustee to conclude that the interests of the Noteholders will not be materially prejudiced thereby):

- (A) any modification to the Conditions, the Constituting Instrument, the Trust Deed, or any Additional Charging Instrument, the Agency Agreement, the Custody Agreement or the Charged Agreement applicable to the Series or any other agreement or deed constituted or created by the Constituting Instrument applicable to the Series which is of a formal, minor or technical nature or is made to correct a manifest error or is made in order to address any comments raised by the Irish Stock Exchange or the Luxembourg Stock Exchange in connection with an application to admit a Series of Notes to trading, and
- (B) any other modification (except as mentioned in the relevant Constituting Instrument and as summarised above) and any waiver or authorisation of any breach or proposed breach of any of the provisions of the Conditions, the Constituting Instrument, the Trust Deed or any Additional Charging Instrument, the Agency Agreement, the Custody Agreement or the Charged Agreement applicable to the Series, or any agreement or deed constituted or created by the Constituting Instrument applicable to the Series and to which the Issuer and/or the Trustee are a party or any accession by or substitution of any party to any such agreement or deed which in each case, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders of that Series and subject as provided by the relevant agreement or deed.

Any such modification, authorisation or waiver shall be binding on the Noteholders of that Series and the Receipholders and the Couponholders (if any) of that Series and the Counterparty (if any) and, unless the Trustee agrees otherwise with the Issuer, such modification shall be notified to the Noteholders of that Series in accordance with Condition 14 and to the Irish Stock Exchange (for so long as the Notes are admitted to trading and the Irish Stock Exchange so requires) as soon as practicable thereafter.

(b) *Authorisation*

The Issuer will not exercise any rights in its capacity as a holder of, or person beneficially entitled to or participating in the Charged Assets unless directed in writing to do so by the Trustee and, if such direction is given, the Issuer will act only in accordance with such directions. In particular, the Issuer will not attend or vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) of, the Charged Assets or give any consent, waiver, indulgence, time or notification or make any declaration in relation to such Charged Assets unless it shall have been so directed in writing by the Trustee. If any such persons aforesaid are at any time requested to give an indemnity to any person in relation to the Charged Assets or to assume obligations not otherwise assumed by them under any of the Charged Assets, or to give up, waive or forego any of their rights and/or entitlements under any of the assets secured pursuant to the relevant Trust Deed and/or, if applicable, any Additional Charging Instrument, or agree any composition, compounding or other similar arrangement with respect to any of the Additional Charged Assets or any part of them, the Issuer will not give such indemnity or otherwise assume such obligations or give up, waive or forego such rights or agree such composition, compounding or other arrangement unless (i) it shall have been so requested by the Trustee and (ii) it shall have been counter-indemnified to its satisfaction.

The Trustee shall not be obliged to give any such direction or request to the Issuer in relation to the Charged Assets unless it is instructed to do so by the Counterparty or by the holders of at least one-fifth in principal amount of the Notes of the relevant Series or by an Extraordinary Resolution of the Noteholders of such Series and then only if and to the extent that the Trustee is indemnified to its satisfaction against any costs or liabilities which it may incur in doing so and the giving of such direction or request would not cause the Trustee or the Issuer to breach any applicable law, rule, regulation or directive. The Trustee shall be entitled to rely and act on any instruction given to it by the Counterparty or such Noteholders or by Extraordinary Resolution and it shall not be liable to any person for the consequences of acting in accordance with such instruction. The Trustee shall not be responsible for monitoring or enquiring whether any rights have become exercisable by the Issuer in its capacity as the holder of any Charged Assets and shall not be liable to any person for any failure by the Issuer to exercise those rights.

(c) *Substitution of Issuer*

The provisions of the Trust Deed permit the Trustee to agree, subject to such amendment of the Trust Deed, any Additional Charging Instrument, if applicable, and the other agreements and deeds constituted or created by the relevant Constituting Instrument and to the confirmation of any applicable Rating Agency that its then current rating of any existing Series will not be withdrawn or adversely affected thereby, and such other conditions as the Trustee may require including the transfer of security and subject to the prior written approval of each Counterparty (if any), but without the consent of the Noteholders, the Receiptholders or the Couponholders (if any) of any Series, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the relevant Trust Deed, any Additional Charging Instrument (if applicable) and the Notes, Receipts, Coupons and Talons (if any) in relation to any Series. In the case of such a substitution, the Trustee may agree, without the consent of the Noteholders or Receiptholders or Couponholders (if any) of any Series, but subject to the prior written approval of each Counterparty (if any), to a change of the law governing the Notes, the Receipts, the Coupons, the Talons (if any) and/or the Trust Deed and/or any Additional Charging Instrument and any other agreement or deed constituted or created by the Constituting Instrument with respect to the Series in question, provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders, the Receiptholders or the Couponholders of the Series in question.

(d) *Entitlement of the Trustee*

In connection with the exercise of its powers, trusts, authorities or discretions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution as aforesaid) the Trustee shall not have regard to the consequences of such exercise for individual Noteholders, Receiptholders or Couponholders, or of holders of any other notes or bonds, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Receiptholder or Couponholder be entitled to claim from, the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Receiptholders or Couponholders.

(e) *Counterparty*

If, in relation to the relevant Series, there is one or more Charged Agreements, the Issuer shall not agree to any amendment or modification of the Conditions, the Trust Deed and/or any Additional Charging Instrument, if applicable, without first obtaining the written consent of the Counterparty.

(f) *Rating Agency*

If the Notes are rated at the request of the Issuer and each relevant Rating Agency each confirms that any proposed action on the part of the Issuer or any other person would not adversely affect or result in the withdrawal of the current rating of the Notes, the Trust Deed provides that in certain circumstances the Trustee shall be entitled (but not obliged) to conclude that the interests of the Noteholders will not be materially prejudiced by such proposed action.

14. Notices

Notices to holders of Registered Notes will be posted to them at their respective addresses in the Register and deemed to have been given on the seventh day after the date of posting. If and for so long as any Notes are admitted to trading on the Irish Stock Exchange, notices to Noteholders will be valid if communicated to the Irish Stock Exchange and published on the Irish Stock Exchange website (www.ise.ie). If and for so long as any Notes are admitted to trading on the Luxembourg Stock Exchange, notices to Noteholders will be valid if communicated to the Luxembourg Stock Exchange and published on the Luxembourg Stock Exchange's website (www.bourse.lu).

Any such notice (other than to holders of Registered Notes as specified above) shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Receiptholders, Couponholders and Talonholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

So long as any Notes are represented by Global Notes or Global Registered Certificates notices in respect of those Notes may be given by delivery of the relevant notice to Clearstream, Luxembourg, Euroclear, or the relevant Alternative Clearing System for communication by them to entitled account holders or (in the case of a Global Registered Certificate registered in the name of a person other than a nominee for Euroclear, Clearstream, Luxembourg, or an Alternative Clearing System) to such person for communication by it to those persons entered in the records of such person as being entitled to such notice, in each case, in substitution for publication in a leading daily newspaper with general circulation in London as aforesaid.

15. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility for the validity, sufficiency and enforceability (which the Trustee has not investigated) of the security created over the Mortgaged Property, including provisions relieving it from taking proceedings to enforce repayment or from taking any action in accordance with the Constituting Instrument or any Additional Charging Instrument without being first indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, any issuer or guarantor of, or other obligor in respect of, the assets, rights and/or benefits comprising the Charged Assets, any Counterparty, any Agent or any of their respective subsidiaries or associated companies without accounting to the holders of Notes, Receipts or Coupons for any profit resulting therefrom.

The Trust Deed provides that the Trustee is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Mortgaged Property, from any obligation to insure all or any part of the Mortgaged Property (including, in either such case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder) or to procure the same to be insured and from any claim arising from all or any part of the Mortgaged Property (or any such document aforesaid) being held in an account with Euroclear, Clearstream, Luxembourg, or an Alternative Clearing System in accordance with that system's rules or otherwise held in safe custody by the Custodian or a bank or other custodian selected by the Trustee or the Custodian.

The Trust Deed provides that the Trustee will be under no obligation or duty to act on any directions of the Noteholders or the Counterparty (if any) (save as expressly provided in these Conditions, and the Trust Deed and (save as aforesaid), in the event of any conflict between directions given by the Noteholders and by the Counterparty, it shall be entitled to act in accordance only with the directions of the Noteholders unless the Counterparty gives directions to the Trustee in connection with any failure to pay when due any amount at any time owing to the Counterparty in respect of the relevant Charged Agreement, in which case the Trustee shall be entitled to act in accordance only with the directions of the Counterparty (but without prejudice to the provisions concerning enforcement of the security under Condition 4(c) and the Constituting Instrument and to the provisions concerning the application of moneys received by the Trustee in accordance with Condition 4(d) and the Trust Deed).

The Trust Deed provides that the Trustee shall not be bound or concerned to make any investigation into the creditworthiness of any Counterparty or of any obligor under any Charged Assets or the validity or enforceability of any of the obligations of any Counterparty, under any Charged Agreement or of any obligor under the terms of any Charged Asset (including, without limitation, whether the cashflows from any Charged Assets, the Charged Agreement and the Notes are matched).

16. Further Issues

Without prejudice to the issue by the Issuer of a Series of Notes comprising more than one Tranche or class of Notes in the manner contemplated by Condition 3, the Issuer shall be at liberty from time to time without the consent of the Noteholders to:

- (a) create and issue Series of Notes on terms that such Series shall not be consolidated with or form a single series with any other Series of Notes and will not be secured on the Mortgaged Property or underlying assets for or in relation to any such Series and will form a separate Series of Notes; or
- (b) create and issue notes ("**Further Notes**") on terms that such Further Notes shall be consolidated and form a single Series with the Notes of any existing Series (an "**Existing Series**"), but so long as confirmation is obtained from any Rating Agency that has, at the request of the Issuer, assigned a rating to the Existing Series that its then current rating of the Notes of the relevant Existing Series will not be withdrawn or adversely affected thereby and provided that:
 - (i) the Further Notes together with the Notes of the Existing Series are secured on the Issuer's right, title and interest in and to the Charged Assets for the Existing Series (the "**Original Charged Assets**") and assets (the "**Further Charged Assets**") which are identical to the Original Charged Assets in every material respect and the nominal amount of which bears the same proportion to the nominal amount of the Further Notes as the proportion which the nominal amount of the Original Charged Assets bears to the nominal amount of the Notes of such Existing Series;
 - (ii) the Conditions of the Further Notes are identical to the Conditions of the Notes of such Existing Series except in respect of the first amount of interest (if any) in respect thereof;
 - (iii) the Further Notes are constituted by a constituting instrument supplemental to the Constituting Instrument in respect of the Notes of such Existing Series (the "**Further Constituting Instrument**");
 - (iv) if the Issuer has entered into a Charged Agreement (the "**Original Charged Agreement**") in respect of such Existing Series, the Issuer enters into an agreement or agreements supplemental to the Original Charged Agreement (the "**Further Charged Agreement**") extending the provisions of the Original Charged

Agreement, *pro rata*, to cover amounts receivable in respect of the Further Charged Assets and the obligations of the Issuer in respect of the Further Notes; and

- (v) the security interests granted by the Issuer in such Further Constituting Instrument and/or any further Additional Charging Instrument executed pursuant to such Further Constituting Instrument are granted to the Trustee (i) for any Counterparty (if there is a Further Charged Agreement) to secure the obligations of the Issuer under both the Original Charged Agreement and the Further Charged Agreement and (ii) for all of the Noteholders of the consolidated Series on the same basis as that applicable to the Noteholders of the Existing Series;

Upon any issue of Further Notes pursuant to this Condition 16, all references in these Conditions to **“Notes”**, **“Charged Assets”**, **“Constituting Instrument”** and **“Charged Agreement”** shall be deemed (where the context permits) to be references to the Notes and the Further Notes (including, where the context admits, any Receipts, Coupons or Talons appertaining thereto), the Original Charged Assets and the Further Charged Assets, the Constituting Instrument and the Further Constituting Instrument, and the Original Charged Agreement and the Further Charged Agreement, respectively. The Issuer may not, without the consent of the Noteholders by Extraordinary Resolution, issue any separate Series of Notes (other than Further Notes, as described above) which are secured on the assets comprised in the Mortgaged Property for the Notes of this Series except as otherwise specified (and then only to the extent so specified) in the Constituting Instrument relating to the Notes.

Further, if the Notes are rated (at the request of the Issuer) by any Rating Agency or Rating Agencies the Issuer undertakes to the Trustee, the Noteholders and each Counterparty in relation to the Notes that it will promptly notify the Trustee and such Rating Agency or Rating Agencies of each Discrete Series or Alternative Investments to be created or issued by it prior to the creation or issue thereof and shall, prior to the creation or issue of such Discrete Series or Alternative Investments, obtain written confirmation from the relevant Rating Agency or Rating Agencies that its then current rating of the Notes will not be adversely affected or withdrawn by the relevant Rating Agency or Rating Agencies as a result of the issue or creation of such Discrete Series or Alternative Investments (whether or not such Discrete Series or Alternative Investments are to be rated, at the request of the Issuer, by such Rating Agency or Rating Agencies).

17. Taxation

All payments in respect of the Notes, Receipts or Coupons (if any) or Alternative Investments will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer or the Registrar or any Transfer Agent or any Paying Agent is required by applicable law to make any such payment in respect of the Notes, Receipts or Coupons (if any) subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event, the Issuer or such Paying Agent, Registrar or Transfer Agent (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer nor any Agent, the Arranger, the Trustee or any Counterparty will be obliged to make any additional payments to the Noteholders, Receiptholders or Couponholders (if any) in respect of such withholding or deduction.

18. Governing Law and Submission to Jurisdiction

The Master Trust Terms, the relevant Constituting Instrument, the Agency Agreement, the Notes, the Receipts, the Coupons and the Talons (if any), the Charged Agreement (if any) and all other documents to which, by execution of the Constituting Instrument, the Issuer becomes a party in respect of a Series, are governed by and shall be construed in accordance with English law. The Additional Charging Instrument (if any) shall be governed by and construed in accordance with

the law specified therein. The Issuer has submitted to the jurisdiction of the English courts for all purposes in connection with the Notes, the Receipts, the Coupons and the Talons (if any), the Master Trust Terms, the Agency Agreement and the Charged Agreement (if any) and by the Constituting Instrument has appointed an agent in London to accept service of process on its behalf in connection with service of proceedings in the English courts.

19. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 except to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

FORM OF THE NOTES

The Notes may comprise Notes in bearer form ("**Bearer Notes**"), Notes in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**") or Notes in registered form only ("**Registered Notes**"). Unless otherwise specified in the applicable Constituting Instrument, Bearer Notes and Exchangeable Bearer Notes will be D Notes (as defined below). Unless the context otherwise requires references herein to Bearer Notes shall include Exchangeable Bearer Notes.

Bearer Notes and Exchangeable Bearer Notes which are being issued pursuant to Section 1.163-5(c)(2)(i)(D) of the Treasury Regulations under the United States Internal Revenue Code ("**D Notes**") will initially be represented by one or more Notes in temporary global Note form (a "**Temporary Global Note**"). Such Temporary Global Note will be delivered to a common depository for Euroclear and Clearstream, Luxembourg, or in any clearing system specified in the applicable Constituting Instrument.

Interests in the Temporary Global Note may be exchanged for interests in a permanent global Note (a "**Permanent Global Note**"), or, if so provided in the relevant Constituting Instrument for definitive Bearer Notes, upon certification of non-U.S. beneficial ownership, not earlier than the first day (the "**Exchange Date**") following the expiry of 40 days after the original issue date of the Notes (the "**40-Day Restricted Period**"). No interest shall be payable in respect of a Temporary Global Note unless:

- (1) upon due presentation of a Temporary Global Note for exchange (together with certification of non-U.S. beneficial ownership), delivery of a Permanent Global Note (or, as the case may be, an interest therein) or of definitive Bearer Notes is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date; or
- (2) a payment of interest falls due prior to the Exchange Date, in which case such payment shall be made in respect of the Temporary Global Note upon certification of non-U.S. beneficial ownership.

Bearer Notes and Exchangeable Bearer Notes issued pursuant to Section 1.163-5(c)(2)(i)(C) of the Treasury Regulations under the United States Internal Revenue Code ("**C Notes**") will be represented by a Permanent Global Note or by definitive Bearer Notes. The applicable Constituting Instrument relating to each Series will state if the Notes of such Series or Tranche are C Notes.

Each Permanent Global Note will, if so provided in the relevant Constituting Instrument, be exchangeable, in whole but not in part, for definitive Bearer Notes either:

- (1) on request from the holder thereof (or all of the holders acting together, if more than one) for definitive Bearer Notes upon not less than 60 days' prior written notice to the Issuer and the Trustee given (in the case of D Notes) not earlier than the relevant Exchange Date; or
- (2) if the Issuer would suffer a material disadvantage as a result of change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear, Clearstream, Luxembourg or any alternative clearing system which would not be suffered were the Bearer Notes in definitive form and a certificate to such effect is given to the Trustee; or
- (3) at the option of the Trustee or the holder (or all of the holders acting together, if more than one) if:

- (a) an Event of Default under Condition 9 of the Notes occurs and is continuing and payment is not made on due presentation of the Permanent Global Note for payment; or
- (b) either Euroclear or Clearstream, Luxembourg or any other clearing system for which the Permanent Global Note is for the time being deposited is closed for business for a continuous period of 14 days (otherwise than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or to cease to make its book-entry system available for settlement of beneficial interests in such Permanent Global Note or does in fact do either of such things and no alternative clearing system satisfactory to the Trustee and the Principal Paying Agent is available;

all as set out in the relevant Constituting Instrument.

Registered Notes will be represented by definitive registered certificates ("**Registered Certificates**") and/or a registered certificate in global form (a "**Global Registered Certificate**") which will be registered in the name of a nominee for Euroclear and Clearstream, Luxembourg or in any clearing system specified in the applicable Constituting Instrument. Definitive Exchangeable Bearer Notes are exchangeable for definitive Registered Notes only if and to the extent so specified in the relevant Series Memorandum. Definitive Registered Notes will not be exchangeable for Bearer Notes or an interest therein.

The form of any Alternative Investment will be specified in the applicable Alternative Memorandum.

DESCRIPTION OF BOIRO FINANCE B.V.

General

Boiro Finance B.V. a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) was incorporated under the laws of The Netherlands on 31 March 2003, being subject to the laws of The Netherlands and having its corporate seat (*statutaire zetel*) in Amsterdam with the purpose of issuing Notes and Alternative Investments under the Programme, acquiring collateral and entering into and carrying out its obligations in relation to such Notes and Alternative Investments and any Charged Agreements or other agreements entered into in relation thereto in accordance with the objects clause contained in article 3 of the Deed of Incorporation of the Issuer. The Issuer was established as a special purpose vehicle for the purpose of, among others, issuing asset backed securities.

The Issuer has not previously carried on any business or carried on any activities other than those incidental to its registration, the authorisation and issues of Notes and Alternative Investments contemplated in this Programme Memorandum and the other matters described or contemplated in this Programme Memorandum and the obtaining of all approvals and the effecting of all registrations and filings necessary or desirable for its business activities.

The accession by the Issuer to the Programme was authorised by a resolution of the board of the Issuer dated 28 April 2003. The purpose of the accession by the issuer to the Programme is to entitle the Issuer to issue Notes and to make Alternatives investments under the Programme.

Stock and Registered Office

The Issuer' authorised share capital is EUR 18,000 divided into 180 ordinary shares of EUR 100 each. The Issuer has an issued and outstanding share capital of EUR 18,000, consisting of 180 shares with a nominal value of EUR 100, all of which are fully paid up and held by Stichting Boiro Finance, a foundation (*stichting*) (the "**Foundation**") established under Dutch law on 31 March 2003.

The corporate seat of the Issuer is in Amsterdam and its registered office and correspondence address is at Herengracht 450, 1017 CA, Amsterdam, The Netherlands (Telephone number +31 20 555 4566). The Issuer is registered in the trade register of the Chamber of Commerce and Industry in Amsterdam under number 34188577. The Foundation is registered in the trade register of the Chamber of Commerce and Industry in Amsterdam under number 34188572.

The Issuer and the Foundation entered into a letter agreement on 28 April 2003 under which, in order to ensure that the Foundation does not abuse its control of the Issuer, the Foundation, inter alia, undertook (1) to manage the affairs of the Issuer in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and accounting practice (2) to exercise its voting and other rights and powers as a shareholder of the Issuer in accordance with the Issuer's obligations under the documents relating to the Programme (3) not to liquidate the Issuer without the prior written approval of the Trustee and (4) that the Issuer shall undertake no business except the transactions contemplated by the documents relating to the Programme.

Capitalisation of the Issuer

The following table sets forth the unaudited capitalisation of the Issuer at 18 November 2008, adjusted to reflect the issue by the Issuer of the Notes:

Shareholders Funds:	
Share Capital: Euro 18,000	
Indebtness:	
Loan Series 2	EUR 24,700,000 Variable Rate Limited Recourse Secured Loan due 2020
Series 2	EUR 9,909,000 Secured Amortising Limited Recourse Notes due 2033
Series 3	EUR 13,037,800 Secured Amortising Limited Recourse Notes due 2043
Series 8	EUR 3,687,000 Secured Amortising Limited Recourse Notes due 2043
Series 9	USD 4,550,000 Callable Credit-Linked Secured Notes due 2010
Series 12	EUR 7,854,000 Secured Amortising Limited Recourse Notes due 2043
Series 13	EUR 19,820,000 Secured Amortising Limited Recourse Notes due 2042
Series 14	EUR 85,763,200 Secured Amortising Limited Recourse Notes due 2047
Series 15	EUR 53,270,000 Secured Amortising Limited Recourse Notes due 2017
Series 18	EUR 26,680,895 Secured Amortising Limited Recourse Notes due 2043
Series 20	EUR 3,650,000 Secured Amortising Limited Recourse Notes due 2033
Series 21	EUR 3,732,700 Secured Amortising Limited Recourse Notes due 2043
Series 23	EUR 60,389,000 Secured Amortising Limited Recourse Notes due 2041
Series 24	EUR 6,000,000 Secured Amortising Limited Recourse Notes due 2008
Series 25	EUR 10,310,428 Secured Amortising Limited Recourse Notes due 2043
Series 26	EUR 2,104,000 Secured Amortising Limited Recourse Notes due 2043
Series 27	EUR 46,993,400 Secured Amortising Limited Recourse Notes due 2042
Series 28	EUR 10,925,000 Secured Amortising Limited Recourse Notes due 2018
Series 29	EUR 5,750,000 Secured Amortising Limited Recourse Notes due 2020
Series 31	EUR 1,500,000 Credit-Linked Secured Notes due 2011
Series 32	EUR 11,778,000 Secured Amortising Limited Recourse Notes due 2033
Series 33	EUR 2,372,000 Secured Amortising Limited Recourse Notes due 2043
Series 34	EUR 16,339,000 Secured Amortising Limited Recourse Notes due 2043
Series 35	EUR 31,860,000 Zero Coupon and Partly Paid Secured Limited Recourse Notes due 2011
Series 36	EUR 10,726,000 Secured Amortising Limited Recourse Notes due 2044
Series 37	EUR 3,012,500 Secured Amortising Limited Recourse Notes due 2043
Series 40	EUR 11,750,000 Secured Amortising Limited Recourse Notes due 2009
Series 41	EUR 29,977,000 Secured Limited Recourse Notes due 2013
Series 42	EUR 12,739,000 Secured Amortising Limited Recourse Notes due 2043
Series 43	EUR 7,470,950 Secured Amortising Limited Recourse Notes due 2044
Series 44	EUR 12,800,000 Secured Amortising Limited Recourse Notes due 2043
Series 45	EUR 5,525,000 Secured Amortising Limited Recourse Notes due 2043
Series 46	EUR 6,589,300 Secured Amortising Limited Recourse Notes due 2044
Series 47	EUR 3,902,000 Secured Amortising Limited Recourse Notes due 2011
Series 48	EUR 14,140,000 Secured Amortising Limited Recourse Notes due 2013
Series 50	EUR 5,700,000 Secured Amortising Limited Recourse Notes due 2033
Series 52	EUR 7,074,540 Secured Amortising Limited Recourse Notes due 2042
Series 56	EUR 2,137,600 Zero Coupon Secured Limited Recourse Notes due 2009
Series 57	EUR 5,390,000 Secured Amortising Limited Recourse Notes due 2042
Series 60	EUR 8,506,200 Secured Amortising Limited Recourse Notes due 2044
Series 64	EUR 62,000,000 Secured Limited Recourse Notes due 2011
Series 65	EUR 2,410,000 Zero Coupon Secured Limited Recourse Notes due 2009
Series 66	EUR 2,986,000 Secured Amortising Limited Recourse Notes due 2014
Series 69	USD 9,420,0000 Callable Secured Limited Recourse Notes due 2009
Series 70	EUR 3,389,000 Secured Amortising Limited Recourse Notes due 2034
Series 71	EUR 10,354,000 Amortising and Partly Paid Secured Limited Recourse Notes due 2013
Series 72	EUR 2,129,000 Secured Amortising Limited Recourse Notes due 2032
Series 75	EUR 10,110,000 Secured Amortising Limited Recourse Notes due 2032

Series 76	EUR 2,490,000 Secured Amortising Limited Recourse Notes due 2034
Series 77	EUR 1,076,000 Secured Amortising Limited Recourse Notes due 2020
Series 79	EUR 2,000,000 Secured Limited Recourse Notes due 2011
Series 80	EUR 4,471,600 Secured Amortising Limited Recourse Notes due 2019
Series 81	EUR 12,384,214 Partly Paid Secured Amortising Limited Recourse Notes due 2042
Series 82	EUR 22,804,050 Secured Amortising Limited Recourse Notes due 2044
Series 84	USD 1,980,000 Secured Limited Recourse Notes due 2009
Series 85	EUR 1,973,000 Secured Amortising Limited Recourse Notes due 2019
Series 88	EUR 1,996,000 Secured Amortising Limited Recourse Notes due 2019
Series 89	EUR 15,916,400 Secured Amortising Limited Recourse Notes due 2047
Series 90	EUR 10,395,000 Secured Amortising Limited Recourse Notes due 2024
Series 91	EUR 250,000 Secured Limited Recourse Notes due 2011
Series 92	EUR 2,000,000 Secured Amortising Limited Recourse Notes due 2019
Series 95	EUR 3,964,000 Secured Amortising Limited Recourse Notes due 2034
Series 96	EUR 4,851,265 Zero Coupon Secured Limited Recourse Notes due 2009
Series 97	EUR 1,735,000 Secured Amortising Limited Recourse Notes due 2034
Series 98	EUR 18,018,000 Partly Paid Secured Amortising Limited Recourse Notes due 2017
Series 99	EUR 1,976,000 Secured Amortising Limited Recourse Notes due 2019
Series 100	EUR 11,200,000 Secured Amortising Limited Recourse Notes due 2039
Series 101	EUR 18,119,000 Partly Paid Secured Amortising Limited Recourse Notes due 2044
Series 104	EUR 357,000 Secured Amortising Limited Recourse Notes due 2043
Series 105	EUR 1,489,600 Secured Amortising Limited Recourse Notes due 2044
Series 109	EUR 55,931,174 Secured Amortising Limited Recourse Notes due 2034
Series 111	EUR 8,356,000 Partly Paid Secured Amortising Limited Recourse Notes due 2018
Series 112	EUR 27,268,890 Secured Amortising Limited Recourse Notes due 2034
Series 113	EUR 3,618,700 Secured Amortising Limited Recourse Notes due 2034
Series 114	EUR 15,500,000 Secured Amortising Limited Recourse Notes due 2034
Series 115	EUR 1,527,000 Secured Amortising Limited Recourse Notes due 2032
Series 116	EUR 7,872,000 Secured Amortising Limited Recourse Notes due 2044
Series 117	EUR 26,395,000 Secured Amortising Limited Recourse Notes due 2044
Series 118	EUR 84,153,653 Secured Amortising Limited Recourse Notes due 2045
Series 119	EUR 4,700,000 Secured Limited Recourse Notes due 2011
Series 120	USD 2,640,000 Secured Limited Recourse Notes due 2011
Series 121	EUR 5,923,000 Partly Paid Secured Amortising Limited Recourse Notes due 2034
Series 122	EUR 3,549,300 Zero Coupon Secured Limited Recourse Notes due 2010
Series 124	EUR 3,004,300 Secured Amortising Limited Recourse Notes due 2010
Series 125	EUR 4,228,650 Secured Amortising Limited Recourse Notes due 2044
Series 129	EUR 18,800,000 Secured Limited Recourse Notes due 2011
Series 131	EUR 4,523,500 Secured Amortising Limited Recourse Notes due 2045
Series 132	EUR 48,279,800 Secured Amortising Limited Recourse Notes due 2044
Series 133	EUR 5,883,600 Secured Amortising Limited Recourse Notes due 2020
Series 141	EUR 15,000,000 Partly Paid Callable Secured Limited Recourse Notes due 2020
Series 142	EUR 10,000,000 Floating Rate Credit Linked Secured Limited Recourse Notes due 2010
Series 149	EUR 9,740,000 Secured Amortising Limited Recourse Notes due 2043
Series 150	EUR 7,274,400 Partly Paid Secured Amortising Limited Recourse Notes due 2035
Series 151	CHF 4,300,000 Secured Limited Recourse Notes due 2013
Series 156	EUR 2,896,000 Secured Amortising Limited Recourse Notes due 2042
Series 159	EUR 15,000,000 Partly Paid Callable Secured Limited Recourse Notes due 2035
Series 161	EUR 10,000,000 Credit-Linked Secured Amortising Limited Recourse Notes due 2011
Series 162	EUR 400,000 Index Linked Secured Limited Recourse Notes due 2010
Series 163	EUR 3,046,000 Index Linked Secured Limited Recourse Notes due 2010
Series 165	EUR 50,000 Equity Linked Secured Limited Recourse Notes due 2008

Series 166	EUR 5,998,112 Secured Amortising Limited Recourse Notes due 2026
Series 167	EUR 2,800,000 Secured Amortising Limited Recourse Notes due 2045
Series 169	EUR 3,800,000 Secured Amortising Limited Recourse Notes due 2045
Series 170	EUR 17,703,600 Partly Paid Secured Amortising Limited Recourse Notes due 2019
Series 172	EUR 5,080,000 Secured Amortising Limited Recourse Notes due 2045
Series 173	EUR 5,138,000 Partly Paid Secured Amortising Limited Recourse Notes due 2018
Series 175	EUR 10,413,000 Secured Amortising Limited Recourse Notes due 2025
Series 176	EUR 1,000,000 Secured Limited Recourse Notes due 2009
Series 177	EUR 25,580,000 Secured Amortising Limited Recourse Notes due 2045
Series 178	EUR 15,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 179	EUR 5,405,000 Partly Paid Secured Amortising Limited Recourse Notes due 2018
Series 180	EUR 54,300,000 Partly Paid Secured Amortising Limited Recourse Notes due 2037
Series 181	EUR 6,000,000 Callable Secured Limited Recourse Notes due 2031
Series 183	EUR 6,918,000 Partly Paid Secured Amortising Limited Recourse Notes due 2015
Series 185	EUR 4,890,000 Secured Limited Recourse Notes due 2016
Series 187	EUR 4,000,000 Credit-Linked Secured Limited Recourse Notes due 2011
Series 188	EUR 37,000,000 Credit-Linked Secured Limited Recourse Notes due 2011
Series 191	EUR 12,000,000 Partly Paid Callable Secured Limited Recourse Notes due 2026
Series 193	EUR 10,000,000 Credit-Linked Secured Limited Recourse Notes due 2011
Series 196	EUR 1,050,000 Index Linked Secured Limited Recourse Notes due 2011
Series 198	EUR 19,650,000 Secured and Limited Recourse Notes due 2016
Series 199	EUR 8,000,000 Secured and Limited Recourse Notes due 2016
Series 202	EUR 49,295,000 Secured Amortising Limited Recourse Notes due 2046
Series 203	EUR 5,000,000 Floating Rate Secured and Limited Recourse Notes due 2016
Series 206	EUR 12,000,000 Partly Paid Callable Secured Limited Recourse Notes due 2021
Series 207	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 209	EUR 5,000,000 Fixed Rate Credit Linked Secured Notes due 2021 Extendable to 2050
Series 212	EUR 5,100,000 Floating Rate Secured and Limited Recourse Notes due 2021
Series 213	EUR 14,000,000 Secured Amortising Limited Recourse Notes due 2046
Series 214	EUR 7,000,000 Fixed Rate Secured and Limited Recourse Notes due 2011
Series 215	EUR 23,000,000 Fixed to Reverse Floating Callable Secured Limited Recourse Notes due 2036
Series 216	EUR 1,000,000 Credit Linked Secured Notes due 2013
Series 217	EUR 20,000,000 Secured Limited Recourse Notes due 2012
Series 223	EUR 2,800,000 Secured Amortising Limited Recourse Notes due 2048
Series 224	EUR 5,000,000 Secured and Limited Recourse Notes due 2016
Series 225	EUR 4,373,000 Secured Amortising Limited Recourse Notes due 2046
Series 226	EUR 1,700,000 Secured and Limited Recourse Notes due 2016
Series 227	EUR 9,500,000 Secured Amortising Limited Recourse Notes due 2046
Series 228	USD 25,000,000 Variable Rate Secured Limited Recourse Notes due 2018
Series 230	EUR 16,000,000 Fixed Rate Secured Limited Recourse Notes due 2016
Series 231	Euro 24,000,000 Secured Amortising Limited Recourse Notes due 2046
Series 232	EUR 36,000,000 Secured Amortising Limited Recourse Notes due 2046
Series 234	Euro 1,000,000 Index Linked Secured Limited Recourse Notes due 2009
Series 239	EUR 8,800,000 Secured Amortising Limited Recourse Notes due 2046
Series 240	EUR 3,500,000 Secured and Limited Recourse Notes due 2016
Series 242	EUR 1,200,000 Index Linked Secured Limited Recourse Notes due 2010
Series 243	EUR 6,800,000 Floating Rate Secured and Limited Recourse Notes due 2021
Series 244	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 245	EUR 43,250,000 Credit-Linked Secured and Limited Recourse Notes due 2013
Series 249	EUR 35,000,000 Secured and Limited Recourse Notes due 2046
Series 250	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 251	EUR 25,500,000 Floating Rate Secured and Limited Recourse Notes due 2021

Series 252	EUR 5,900,000 Floating Rate Secured Limited Recourse Notes due 2016
Series 253	EUR 28,950,000 Floating Rate Secured Limited Recourse Notes due 2015
Series 254	EUR 6,000,000 Callable Credit-Linked Secured and Limited Recourse Notes due 2013
Series 255	EUR 23,000,000 Callable Credit-Linked Secured and Limited Recourse Notes due 2013
Series 256	EUR 20,000,000 Callable Credit-Linked Secured and Limited Recourse Notes due 2013
Series 257	EUR 1,050,000 Index Linked Secured Limited Recourse Notes due 2011
Series 258	EUR 1,050,000 Index Linked Secured Limited Recourse Notes due 2010
Series 259	EUR 2,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 260	USD 13,000,000 Secured Limited Recourse Notes due 2018
Series 262	EUR 1,600,000 Index Linked Secured Limited Recourse Notes due 2011
Series 263	EUR 9,850,000 Secured Amortising Limited Recourse due 2046
Series 265	EUR 16,300,000 Secured Amortising Limited Recourse Notes due 2045
Series 266	EUR 5,000,000 Secured and Limited Recourse Notes due 2016
Series 268	EUR 3,900,000 Secured Amortising Limited Recourse Notes due 2046
Series 269	EUR 2,200,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 270	EUR 1,580,000 Equity Linked Secured Limited Recourse Notes due 2001
Series 271	EUR 67,580,000 Secured Amortising Limited Recourse Notes due 2046
Series 272	EUR 18,210,000 Secured Amortising Limited Recourse Notes due 2046
Series 273	EUR 50,000,000 Floating Rate Secured Limited Recourse Notes due 2016
Series 274	EUR 10,000,000 Partly Paid Callable Secured Limited Recourse Notes due 2020
Series 276	EUR 3,700,000 Secured Limited Recourse Notes due 2017
Series 278	USD 25,000,000 Secured Limited Recourse Notes due 2019
Series 279	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2010
Series 280	EUR 1,400,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 281	EUR 10,000,000 Callable Credit-Linked Secured Limited Recourse Notes due 2014
Series 282	EUR 4,800,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 283	EUR 1,000,000 Equity Linked Secured Limited Notes due 2009
Series 284	EUR 90,300,000 Secured Amortising Limited Recourse Notes due 2045
Series 285	EUR 9,000,000 Callable Credit-Linked Secured Limited Recourse Notes due 2014
Series 286	EUR 1,800,000 Index Linked Secured Limited Recourse Notes due 2009
Series 287	EUR 8,000,000 Floating Rate Secured Limited Recourse Notes due 2022
Series 290	EUR 3,000,000 Floating Rate Secured Limited Recourse Notes due 2021
Series 291	EUR 18,300,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 292	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 293	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 294	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 295	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 296	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2010
Series 297	EUR 1,500,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 299	EUR 2,600,000 Secured Limited Recourse Notes due 2017
Series 300	USD 2,000,000 Secured Limited Recourse Notes due 2017
Series 301	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2014
Series 303	EUR 40,000,000 Floating Rate Secured Limited Recourse Notes due 2012
Series 304	EUR 6,000,000 Fixed Rate Secured Limited Recourse Notes due 2022
Series 305	EUR 18,500,000 Floating Rate Secured Limited Recourse Notes due 2017
Series 307	EUR 1,500,000 Equity Linked Secured Limited Recourse Notes due 2008
Series 308	USD 14,300,000 Secured Limited Recourse Notes due 2019
Series 309	EUR 6,000,000 Secured Limited Recourse Notes due 2019
Series 310	EUR 1,800,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 312	EUR 2,000,000 Secured Limited Recourse Notes due 2011
Series 313	EUR 2,000,000 Index Linked Secured Limited Recourse Notes due 2011

Series 314	EUR 1,500,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 315	EUR 86,536,234 Partly Paid Secured Amortising Limited Recourse Notes due 2050
Series 316	EUR 4,000,000 Credit Linked Secured Notes due 2017 Extendable to 2050
Series 317	EUR 2,000,000 Secured Limited Recourse Notes due 2017
Series 318	EUR 2,000,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 319	EUR 95,000,000 Variable Redemption Amount Secured Limited Recourse Notes due 2017
Series 320	EUR 300,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 321	USD 10,000,000 Principal Protected Callable Secured Limited Recourse Notes due 2017
Series 322	EUR 8,800,000 Credit-Linked Secured Limited Recourse Notes due 2014
Series 323	USD 15,000,000 Secured Limited Recourse Notes due 2017
Series 324	EUR 3,255,000 Floating Rate Secured Amortising Limited Recourse Notes due 2025
Series 326	EUR 10,000,000 Credit-Linked Secured Limited Recourse Notes due 2009
Series 327	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 328	EUR 18,000,000 Credit-Linked Secured Limited Recourse Notes due 2012
Series 329	EUR 2,967,700 Secured Amortising Limited Recourse Notes due 2030
Series 330	EUR 1,000,000 Variable Redemption Secured Limited Recourse Notes due 2010
Series 331	EUR 75,000,000 Floating Rate Secured Limited Recourse Notes due 2012
Series 332	EUR 20,000,000 Floating Rate Secured Limited Recourse Notes due 2012
Series 333	EUR 50,000,000 Floating Rate Secured Limited Recourse Notes due 2017
Series 334	EUR 3,850,000 Floating Rate Secured Limited Recourse Notes due 2017
Series 336	EUR 1,500,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 337	EUR 6,500,000 Callable Secured Limited Recourse Notes due 2047
Series 338	EUR 10,500,000 Partly Paid Callable Secured Limited Recourse Notes due 2037
Series 339	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 341	EUR 1,050,000 Index Linked Secured Limited Recourse Notes due 2010
Series 342	EUR 1,800,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 343	EUR 1,500,000 Share Basket Linked Secured Limited Recourse Notes due 2010
Series 344	USD 10,000,000 Variable Redemption Amount Secured Limited Recourse Notes due 2019
Series 345	USD 21,000,000 Variable Redemption Amount Secured Limited Recourse Notes due 2019
Series 346	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 347	USD 30,000,000 Variable Redemption Amount Secured Limited Recourse Notes due 2019
Series 348	USD 20,000,000 Variable Redemption Amount Secured Limited Recourse Notes due 2019
Series 349	EUR 1,400,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 350	EUR 6,800,000 Secured Limited Recourse Notes due 2012
Series 351	EUR 2,969,000 Secured Amortising Limited Recourse Notes due 2047
Series 352	EUR 10,000,000 Credit Linked Secured Limited Recourse Notes due 2009
Series 353	USD 45,000,000 Secured Limited Recourse Notes due 2008
Series 354	EUR 3,000,000 Share Basket Linked Secured Limited Recourse Notes due 2009
Series 355	EUR 3,000,000 Secured Amortising Limited Recourse Notes due 2047
Series 356	EUR 4,700,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 358	EUR 1,300,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 359	EUR 40,000,000 Secured Floating Rate Notes due 2027
Series 360	EUR 1,950,000 Index Linked Secured Limited Recourse Notes due 2012
Series 361	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 362	EUR 1,300,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 363	EUR 39,600,000 Secured Amortising Limited Recourse Notes due 2047
Series 364	EUR 1,500,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 365	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2013

Series 366	EUR 24,100,000 Secured Floating Rate Notes due 2027
Series 367	EUR 6,000,000 Secured Limited Recourse Notes due 2037
Series 368	EUR 1,750,000 Index Linked Secured Limited Recourse Notes due 2013
Series 369	EUR 3,300,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 370	EUR 5,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 371	EUR 2,500,000 Equity Linked Secured Limited Recourse Notes due 2008
Series 372	EUR 5,500,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 373	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 374	EUR 10,000,000 Credit Linked Secured Limited Recourse Notes due 2012
Series 375	EUR 3,000,000 Secured Limited Recourse Notes due 2038
Series 376	EUR 2,553,000 Secured Amortising Limited Recourse Notes due 2017
Series 377	EUR 1,950,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 378	EUR 2,200,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 379	EUR 2,900,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 380	EUR 3,000,000 Secured Limited Recourse Notes due 2038
Series 381	EUR 7,443,000 Principal Protected Callable Secured Limited Recourse Notes due 2018
Series 382	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 383	EUR 2,000,000 Secured Limited Recourse Notes due 2010
Series 384	EUR 2,500,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 385	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 386	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2013
Series 387	EUR 21,500,000 Secured Limited Recourse Notes due 2016
Series 388	EUR 6,300,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 389	EUR 6,000,000 Credit-Linked Secured Limited Recourse Notes due 2009
Series 390	EUR 3,800,000 Secured Limited Recourse Notes due 2015
Series 391	EUR 35,000,000 Secured Limited Recourse Notes due 2016
Series 393	EUR 3,000,000 Credit Linked Secured Limited Recourse Notes due 2038
Series 394	EUR 25,000,000 Secured Limited Recourse Notes due 2038
Series 395	EUR 5,000,000 Credit Linked Secured Notes due 2009 Extendable to 2050
Series 396	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2011
Series 397	EUR 3,000,000 Index Linked Secured Limited Recourse Notes due 2009
Series 398	EUR 5,500,000 Secured Limited Recourse Notes due 2018
Series 399	EUR 1,800,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 400	EUR 5,800,000 Credit-Linked Secured Limited Recourse Notes due 2009
Series 401	EUR 5,000,000 Credit-Linked Secured Limited Recourse Notes due 2009
Series 402	USD 3,200,000 Variable Rate Secured Limited Recourse Notes due 2018
Series 403	EUR 38,500,000 Secured Amortising Limited Recourse Notes due 2046
Series 404	EUR 29,500,000 Contingent Rate Secured Limited Recourse Notes due 2023
Series 405	EUR 6,500,000 Credit-Linked Secured Limited Recourse Notes due 2009
Series 406	EUR 3,000,000 Index Linked Secured Limited Recourse Notes due 2013
Series 407	EUR 1,100,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 408	EUR 4,150,000 Index Linked Secured Limited Recourse Notes due 2013
Series 409	EUR 1,750,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 410	EUR 3,600,000 Credit-Linked Secured Limited Recourse Notes due 2038
Series 411	EUR 1,000,000 Secured Limited Recourse Notes due 2010
Series 412	EUR 2,000,000 Credit-Linked Secured Limited Recourse Notes due 2018
Series 413	EUR 500,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 414	EUR 10,000,000 Variable Rate Secured Limited Recourse Notes due 2013
Series 415	EUR 10,000,000 Credit-Linked Secured Limited Recourse Notes
Series 416	EUR 700,000 Secured Limited Recourse Notes due 2010
Series 417	EUR 2,500,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 418	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 419	EUR 5,000,000 Credit Linked Secured Limited Recourse Notes due 2010

Series 420	EUR 2,550,000 Variable Rate Secured Limited Recourse Notes due 2011
Series 421	USD 20,000,000 Secured Limited Recourse Notes due 2020
Series 422	EUR 4,000,000 Variable Rate Secured Limited Recourse Notes due 2013
Series 423	EUR 20,000,000 Variable Rate Secured Limited Recourse Notes due 2011
Series 424	EUR 5,000,000 Secured Limited Recourse Notes due 2011
Series 425	EUR 2,919,500 Secured Amortising Limited Recourse Notes due 2017
Series 426	EUR 500,000 Secured Limited Recourse Notes due 2011
Series 427	EUR 6,000,000 Credit-Linked Secured Limited Recourse Notes due 2011
Series 428	EUR 1,500,000 Secured Limited Recourse Notes due 2010
Series 430	EUR 5,350,000 Secured Limited Recourse Notes due 2010
Series 431	EUR 2,000,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 432	EUR 1,050,000 Index Linked Secured Limited Recourse Notes due 2013
Series 433	EUR 16,000,000 Secured Amortising Limited Recourse Notes due 2048
Series 434	EUR 20,000,000 Credit Linked Secured Notes due 2009 (Extendable to 2050)
Series 435	1,100,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 436	EUR 28,000,000 Secured Amortising Limited Recourse Notes due 2048
Series 437	EUR 1,500,000 Index Linked Secured Limited Recourse Notes due 2013
Series 438	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2009
Series 439	EUR 1,100,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 440	EUR 500,000 Secured Limited Recourse Notes due 2010
Series 441	EUR 84,386,857 Fixed / Floating Rate Secured Limited Recourse Notes due 2010
Series 442	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2009
Series 443	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2009
Series 444	EUR 2,600,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 445	EUR 750,000 Equity Linked Secured Limited Recourse Notes due 2015
Series 446	EUR 5,000,000 Credit Linked Secured Limited Recourse Notes due 2012
Series 447	EUR 2,400,000 Secured Limited Recourse Notes due 2010
Series 448	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2010
Series 449	EUR 900,000 Index Linked Secured Limited Recourse Notes due 2010
Series 450	EUR 700,000 Equity Linked Secured Limited Recourse Notes due 2012
Series 451	EUR 10,000,000 Variable Rate Secured Limited Recourse Notes due 2015
Series 452	USD 4,980,000 Credit Linked Secured Limited Recourse Notes due 2011
Series 453	EUR 2,000,000 Credit Linked Secured Limited Recourse Notes due 2013
Series 454	EUR 1,200,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 455	EUR 5,000,000 Credit Linked Secured Limited Recourse Notes due 2009
Series 456	EUR 1,050,000 Secured Limited Recourse Notes due 2010
Series 457	EUR 1,150,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 458	EUR 20,000,000 Contingent Rate Secured Limited Recourse Notes due 2014
Series 459	EUR 2,000,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 460	EUR 1,150,000 Index Linked Secured Limited Recourse Notes due 2013
Series 461	EUR 3,450,000 Equity Linked Secured Limited Recourse Notes due 2011
Series 462	EUR 3,350,000 Index Linked Secured Limited Recourse Notes due 2013
Series 463	EUR 2,950,000 Credit Linked Secured Limited Recourse Notes due 2011
Series 464	EUR 1,200,000 Index Linked Secured Limited Recourse Notes due 2013
Series 465	EUR 2,000,000 Secured Limited Recourse Notes due 2010
Series 466	EUR 1,200,000 Index Linked Secured Limited Recourse Notes due 2013
Series 467	EUR 4,500,000 Secured Amortising Limited Recourse Notes due 2017
Series 468	EUR 1,800,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 469	EUR 1,391,000 Secured Amortising Limited Recourse Notes due 2016
Series 470	EUR 1,000,000 Index Linked Secured Limited Recourse Notes due 2013
Series 471	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2013

Series 472	USD 10,000,000 Secured Limited Recourse Notes due 2018
Series 473	EUR 1,000,000 Equity Linked Secured Limited Recourse Notes due 2013
Series 474	EUR 1,500,000 Index Linked Secured Limited Recourse Notes due 2013
Series 475	EUR 5,000,000 Index Linked Secured Limited Recourse Notes due 2013
Series 476	EUR 5,000,000 Index Linked Secured Limited Recourse Notes due 2013

There has been no material change in the capitalisation of the Issuer since 18 November 2008.

Management

On 31 March 2003, the following entity was appointed as managing director (*statutair bestuurder*) of the Issuer:

Deutsche International Trust Company N.V.
Herengracht 450
1017 CA Amsterdam
The Netherlands

The managing director is the sole director (*bestuurder*) of the Issuer. The managing director is responsible for the management and administration of the Issuer and it has executed a management agreement dated 31 March 2003 (with an effective date of 31 March 2003) with the Issuer in respect thereof. The appointment of the managing director may be terminated upon three months notice (which may be reduced to one month notice in such circumstances that if it were not reduced to one month it would be materially prejudicial to the Issuer or the managing director), subject to the appointment of an alternative managing director.

On 31 March 2003, Deutsche International Trust Company N.V. was appointed as the sole director of the Foundation.

Business

So long as any of the Notes or Alternative Investments remains outstanding, the Issuer will be subject to the restrictions set out in Condition 5 and each Constituting Instrument.

The Issuer has, and will have, no assets other than the amount standing from time to time to the credit of the Issuer Dutch Account and any other assets on which the Notes or Alternative Investments are secured. Save in respect of the fees generated in connection with each issue of Notes or Alternative Investments, any related profits and the proceeds of any deposits and investments made from such fees or from any amounts as a result of the Issuer's issued and paid-up share capital, the Issuer will not accumulate any surpluses.

The Notes and Alternative Investments are obligations of the Issuer alone and not of, or guaranteed in any way by, the Foundation or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by, Deutsche International Trust Company N.V. and/or its group entities, any Counterparty, any Dealer or any Agent.

Tax Status of Issuer

The Issuer is a resident of The Netherlands for Dutch tax purposes.

Financial Statements

The Issuer has published audited financial statements for the financial year 2006 ending on 31 December 2006 and the financial year ending on 31 December 2007. The audited financial

statements with explanatory notes has been filed with the trade register of Chamber of Commerce and Industry in Amsterdam.

The auditors of the Issuer are Deloitte Accountants B.V. Orlyplein 10, 1043 DP Amsterdam, Netherlands. The auditors of the Issuer are Chartered Accountants and a members of The Netherlands Institute for Chartered Accountants (*Nederlands Instituut voor Registeraccountants*).

DUTCH TAXATION

This section provides a general description of certain Dutch tax consequences of the holding of the Notes. This summary provides general information only and is restricted to the matters of Dutch taxation stated herein. It is intended neither as tax advice nor as a comprehensive description of all Dutch tax considerations that may be relevant to a decision to acquire, to hold, or to dispose of the Notes. This summary does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules.

Save as otherwise indicated, this summary only addresses the position of investors who do not have any connection with the Netherlands other than the holding of the Notes.

Prospective investors should consult their own professional advisers with respect to the consequences of an investment in the Notes.

The summary provided below is based on the Dutch tax laws as generally interpreted and applied by the Dutch courts at the date of this Programme Memorandum, without prejudice to any changes in law or the interpretation or application thereof, which changes may be implemented with or without retroactive effect.

The Issuer has been advised that the following Dutch tax treatment will apply to the Notes provided that:

1. In each and every respect the terms and conditions of each of the documents, the performance by the parties thereto of their respective obligations and the exercise of their rights thereunder and the transactions contemplated therein, including, without limitation all payments made thereunder, are at arm's length;
2. Notes will not be issued under such terms and conditions that the Notes actually function as equity of the Issuer within the meaning of article 10, paragraph 1 under (d) of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*);

(A) Withholding Tax

All payments of interest and principal made by the Issuer under a Note may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

(B) Taxes on Income and Capital Gains

A holder of the Notes (the "Noteholder") who derives income from a Note or who realises a gain from the disposal or redemption of a Note will not be subject to Dutch taxation on such income or gain, provided that:

- (1) the Noteholder is neither resident nor deemed to be resident in the Netherlands for Dutch tax purposes and, if the Noteholder is an individual, has not elected to be treated as a resident of the Netherlands for the purpose of the relevant Dutch tax law provisions;
- (2) the Noteholder does not have an enterprise or deemed enterprise (as defined in Dutch tax law) or an interest in an enterprise or deemed enterprise (as defined in Dutch tax law) that is, in whole or in part, carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands and to which enterprise or part of that enterprise, as the case may be, the Notes are attributable;

- (3) the Noteholder is not entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands, other than by way of securities or through an employment contract, and to which enterprise the Notes are attributable;
- (4) the Noteholder does not have a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest in the Issuer as defined in the Dutch Income Tax Act 2001 (*Wet op de inkomstenbelasting 2001*);
- (5) the Noteholder does not carry out and has not carried out employment activities in the Netherlands nor carries or carried out employment activities outside the Netherlands for which the remuneration is subject to Dutch wage withholding tax and with which employment activities the holding of the Notes is connected; and
- (6) the Noteholder does not derive benefits from the Notes that are taxable as benefits from miscellaneous activities in the Netherlands (*resultaat uit overige werkzaamheden in Nederland*) as defined in the Dutch Income Tax Act 2001 (*Wet op de inkomstenbelasting 2001*), which include, but are not limited to, activities in respect of the Notes which are beyond the scope of “regular active asset management” (*normaal actief vermogensbeheer*).

Under the laws of the Netherlands a Noteholder will not be deemed a resident, domiciled or carrying on a business in the Netherlands by reason only of its holding of the Notes or the performance by the Issuer of its obligations under the Notes.

(C) Gift and Inheritance Taxes

No gift, estate or inheritance taxes will arise in the Netherlands with respect to the acquisition of the Notes by way of gift by, or on the death of, a Noteholder who is neither resident nor deemed to be resident in the Netherlands, unless:

- (i) the Noteholder at the time of the gift has or at the time of his death had an enterprise or an interest in an enterprise that is or was, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise, as the case may be, the Notes are attributable;
- (ii) the Notes are or were attributable to an enterprise that is effectively managed in the Netherlands and at the time of the gift the donor is, or at the time of his death the deceased was, entitled to a share in the profits of that enterprise or part thereof other than by way of securities or through an employment contract; or
- (iii) in the case of a gift of the Notes by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in the Netherlands.

For the purpose of Dutch gift, estate and inheritance tax, an individual who has the Dutch nationality will be deemed to be a resident of the Netherlands at the date of the gift or the date of his death, if he has been a resident of the Netherlands at any time during the ten years preceding the date of the gift or the date of his death.

For the purposes of Dutch gift tax, an individual who does not have the Dutch nationality will be deemed to be a resident of the Netherlands at the date of the gift, if he has been a resident of the Netherlands at any time during the twelve months preceding the date of the gift.

(D) Value Added Tax

No Value Added Tax (*Omzetbelasting*) will arise in the Netherlands in respect of any payment in consideration for the issue of the Notes or with respect to any payment of principal or interest by the Issuer on the Notes.

(E) Other Taxes and Duties

No registration tax, stamp duty or any other similar documentary tax or duty, other than court fees, will be payable in the Netherlands in respect of or in connection with the issue of the Notes.

(F) Council directive of the European Union

Under the European Union Council Directive 2003/48/EC on the taxation of savings income (the "Directive") Member States are required to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person within its jurisdiction (a "paying agent") to an individual resident in another Member State, except that for a transitional period, Belgium, Luxembourg and Austria instead operate a withholding system unless during that period they elect otherwise (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories). Certain other jurisdictions, including Switzerland, have enacted equivalent legislation which imposes a withholding tax, or an obligation on a paying agent to provide information on a payment of interest or similar income, in substantially the same circumstances as envisaged by the Directive.

THE ABOVE SUMMARIES ARE NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF NOTES, PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS CONCERNING THE CONSEQUENCES OF THEIR PARTICULAR SITUATION.

THE CHARGED ASSETS SALE AGREEMENT

By executing the Constituting Instrument, the Issuer may enter into a charged assets sale agreement in respect of a Series (the “**Charged Assets Sale Agreement**”) with the charged assets seller (the “**Seller**”) named as such in the Constituting Instrument on the terms set out in the master charged asset sale terms as specified in the relevant Constituting Instrument (the “**Master Charged Assets Sale Terms**”), as amended, modified and/or supplemented by the relevant Constituting Instrument, which Constituting Instrument shall incorporate by reference the provisions of the Master Charged Assets Sale Terms. Pursuant to the Charged Assets Sale Agreement, the Charged Assets relating to each Series of Notes or Alternative Investments will be purchased or acquired by the Issuer for delivery (subject as provided below) on the Issue Date of the Notes or Alternative Investments.

Unless otherwise specified in the applicable Series Memorandum, pursuant to the Charged Assets Sale Agreement in selling the Charged Assets, the Seller makes no representation or warranty as to the creditworthiness of any obligor in respect thereof, or as to whether the obligations of any obligor in respect thereof are valid, binding or enforceable or as to whether any event of default has or may have occurred with respect thereto.

Copies of the Master Charged Assets Sale Terms and the Constituting Instrument which will constitute the relevant Charged Assets Sale Agreement in relation to each Series will be available during business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at and collection of copies from the specified offices of the Paying Agent and Transfer Agent and the Registrar (if any) with respect to the Notes of the relevant Series.

CUSTODY ARRANGEMENTS

Unless otherwise specified in the applicable Series Memorandum and/or the applicable Constituting Instrument, the party to the Constituting Instrument named as “**Custodian**” will act as the custodian of the Issuer with respect to the Charged Assets relating to the relevant Series or Tranche of Notes on the terms set out in the master custody terms as specified in the Constituting Instrument (the “**Master Custody Terms**”) as amended, modified and/or supplemented by the Constituting Instrument (the “**Custody Agreement**”).

The Custody Agreement will provide that (unless otherwise directed by the Trustee in accordance with the provisions of the Constituting Instrument and/or, if applicable, any relevant Additional Charging Instrument) the Charged Assets that are delivered to the Custodian will be held in safe custody, on behalf of the Issuer, subject to the security constituted by or pursuant to such Constituting Instrument and/or, if applicable, the relevant Additional Charging Instrument and to the provisions of the relevant Custody Agreement relating to release of the Charged Assets from the security constituted by such Constituting Instrument and/or, if applicable, the relevant Additional Charging Instrument.

Copies of the Master Custody Terms and the Constituting Instrument which will constitute the Custody Agreement in relation to each Series will be available during business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at and collection of copies from the registered office of the Trustee and the specified offices of the Paying Agent and Transfer Agent and the Registrar (if any) with respect to the Notes of the relevant Series.

DESCRIPTION OF THE CHARGED AGREEMENT

Unless otherwise specified in the applicable Series Memorandum, the Issuer will, on the Issue Date of the Notes of a Series, enter into one or more agreements with the party or parties to the Constituting Instrument named as a “**Counterparty**” on the terms set out in the master charged agreement terms as specified in the Constituting Instrument (the “**Master Charged Agreement Terms**”), as amended, modified and/or supplemented by the Constituting Instrument (each a “**Charged Agreement**”). A Charged Agreement may comprise an interest rate and/or cross-currency swap transaction, total return swap, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, currency option, forward purchase or sale agreement, credit default swap or credit default option or any other similar transaction providing for the payment of money and/or the delivery of securities or other assets (present or future, actual or contingent) (including any option with respect to any of the foregoing transactions) and any combination of any of the foregoing transactions, under which the relevant Counterparty may make certain payments and/or deliveries of cash, securities or other assets to the Issuer in respect of amounts due or deliveries to be made in respect of the Notes, Receipts and Coupons (if any) and the Issuer may make certain payments and/or deliveries of securities or other assets to the Counterparty corresponding to sums or other deliveries receivable by the Issuer in respect of the Charged Assets, all as more particularly described in the applicable Series Memorandum and/or the applicable Constituting Instrument. A Charged Agreement may contain provisions requiring the relevant Counterparty or the Issuer to deposit security, collateral or margin in certain circumstances all as may be more particularly described in the applicable Series Memorandum and/or the applicable Constituting Instrument.

A Charged Agreement for a Series will, unless otherwise specified in the applicable Series Memorandum terminate on the Maturity Date of the Notes of the relevant Series, unless terminated earlier in accordance with the terms thereof.

The Charged Agreement (if any) for a Series will (unless otherwise specified in the applicable Series Memorandum) incorporate the Master Charged Agreement Terms which comprise an agreement incorporating the International Swaps and Derivatives Association, Inc. form of Master Agreement (1992 Edition) (Multicurrency Cross-Border) and a Schedule thereto and be supplemented by one or more letters of confirmation created by the Constituting Instrument for such Series.

Early Termination of the Charged Agreement

The Charged Agreement may, unless otherwise specified in the applicable Series Memorandum and/or the applicable Constituting Instrument, be terminated early on the occurrence of one of the Events of Default or Termination Events (each as defined in the Charged Agreement) specified in the Charged Agreement.

Unless otherwise specified in the applicable Series Memorandum and/or the applicable Constituting Instrument, on the occurrence of a termination of the Charged Agreement, a termination payment may be due to be paid to the Issuer by the relevant Counterparty or to the relevant Counterparty by the Issuer, which amount will be determined by the relevant Counterparty except where the relevant Counterparty is in default, in which case it will be made by the Issuer.

Partial Termination of the Charged Agreement

Unless otherwise specified in the applicable Series Memorandum and/or the applicable Constituting Instrument, a Charged Agreement may be terminated in part or in whole if the relevant Counterparty receives a notice that some (or all) of the Notes of the relevant Series are to be redeemed by the Issuer pursuant to Condition 7(f) of the Notes, or purchased by the Issuer

pursuant to Condition 7(g) of the Notes or exchanged for Notes of a New Series pursuant to Condition 7(h) of the Notes. In such circumstances (unless otherwise specified in the applicable Series Memorandum and/or the applicable Constituting Instrument) the liability of the Issuer and the relevant Counterparty to make payments and/or deliveries to the other pursuant to the Charged Agreement after the date of such redemption, purchase or exchange will, in the case of any redemption or purchase, be terminated, in the case of any redemption or purchase, to the extent and in the amounts that are equivalent to (in the case of the Issuer) the amounts which would have been received by the Issuer on the Charged Assets to be released from the charges granted in favour of the Trustee in or pursuant to the relevant Constituting Instrument consequent on such redemption and (in the case of the relevant Counterparty) the amount which would have been payable on the Notes so redeemed and, in the case of an exchange, will be terminated in whole. Upon any partial termination of the Charged Agreement pursuant to the foregoing a determination of a Settlement Amount (as defined in the Charged Agreement) will be made by the relevant Counterparty with respect to the portion of the Charged Agreement which is terminated only (unless otherwise specified in the applicable Series Memorandum and/or Constituting Instrument).

If a Charged Agreement is terminated prior to its scheduled termination date in accordance with its terms then, save as otherwise provided in the relevant Charged Agreement, the security constituted by the relevant Constituting Instrument and/or any Additional Charging Instrument may become enforceable.

Copies of the Master Charged Agreement Terms and the Constituting Instrument which will constitute the Charged Agreement in relation to each Series will be available during business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at, and collection of copies from, the specified offices of the Paying Agent and Transfer Agent and the Registrar (if any) with respect to the Notes of the relevant Series.

SUBSCRIPTION AND SALE

In relation to any Series or Tranche of Notes, by executing the Constituting Instrument, the Issuer will enter into a Placing Agreement (the "**Placing Agreement**") with the Arranger in relation to each Series of Notes, on the terms (save as amended, modified and/or supplemented by the relevant Constituting Instrument) set out in Master Placing Terms. Pursuant to the Placing Agreement, the Arranger will subscribe or procure subscribers for the Notes of each Series.

Transfer Restrictions Applicable to the Notes

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Arranger and each Placement Agent has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) in (or in Germany, where the offer starts within) the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The Netherland/General

Act on Financial Supervision

Notes (including rights representing an interest in any Global Note) having a denomination of less than EUR 50,000 (or the equivalent in any other currency) and which can be acquired or transferred in lots with an aggregate denomination of less than EUR 50,000 (or the equivalent in any other currency), may not, directly or indirectly, be, or announced to be, offered, sold, resold,

delivered or transferred as part of their initial distribution of at any time thereafter to or to the order of or for the account of any person anywhere in the world other than professional market parties (*professionele marktpartijen*) within the meaning of article 1:1 of the Act on Financial Supervision (*Wet op het financieel toezicht*) and the Definitions Decree (*Besluit definitiebepalingen Wft*) promulgated pursuant thereto as amended from time to time ("**Professional Market Parties**"), being:

- (B) Legal entities licensed or otherwise authorised or regulated to operate in the financial markets;
- (C) Legal entities without a licence and not so authorised or regulated to operate in the financial markets with the sole corporate purpose to invest in securities;
- (D) National or regional governments, central banks, international and supranational institutions and similar international institutions;
- (E) Legal entities with their seat in the Netherlands which:
 - (1) meet at least two of the following three criteria:
 - (a) an average number of employees over the financial year of less than 250;
 - (b) a balance sheet total not exceeding EUR 43,000,000; and
 - (c) an annual net turnover not exceeding EUR 50,000,000; and
 - (2) have, at their own request, been registered as qualified investors by the AFM.
- (F) Legal entities which according to their most recent (consolidated) annual accounts meet at least two of the following three criteria:
 - (a) an average number of employees over the financial year of at least 250;
 - (b) a balance sheet total in excess of EUR 43,000,000; and
 - (c) an annual net turnover in excess of EUR 50,000,000;
- (G) Individuals domiciled in the Netherlands who have been registered as qualified investors by the AFM and who meet at least two of the following three criteria:
 - (1) the investor has carried out transactions of a significant size on securities markets at an average frequency of, at least, ten (10) per quarter over the previous four quarters;
 - (2) the size of the person's securities portfolio exceeds EUR 500,000; and
 - (3) the person works or has worked for at least one year in the financial sector in a professional position which requires knowledge of securities investment;
- (H) Individuals or enterprises considered as qualified investors in another Member State pursuant to article 2, first paragraph, part (e) under (iv) alternatively (v), of the Prospectus Directive (the parties under (A) up to and including (G) being qualified investors ("**Qualified Investors**");
- (I) Subsidiaries of Qualified Investors provided such subsidiaries are subject to supervision on a consolidated basis;
- (J) Legal entities with a balance sheet total of at least EUR 500,000,000 as per the balance sheet as of the year end preceding the date they purchase or acquire the Notes;

- (K) Legal entities or individuals with net equity of at least EUR 10,000,000 as per the balance sheet as of the financial year end preceding the date they purchase or acquire the Notes and who or which have been active in the financial markets on average twice a month over a period of at least two consecutive years preceding such date;
- (L) Legal entities which have a rating of a rating agency that is recognised by the Dutch Central Bank (*De Nederlandsche Bank N.V.*) or which issue securities that have a rating from such rating agency;
- (M) Legal entities established for the sole purpose of:
 - (1) transactions for the acquisition of receivables that serve as security for securities (to be) offered;
 - (2) transactions for the investment in sub-participations or derivatives as to the transfer of credit risk that may be settled by transfer of receivables to such legal persons or companies, while the rights pursuant to the sub-participations or derivatives, will be used as security for the securities (to be) offered; or
 - (3) providing credit for the benefit of Qualified Investors and their subsidiaries as referred to under (H) above.

Saving Certificates Act

In addition and without prejudice to the relevant restrictions set out above, Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within from or into The Netherlands through the mediation of either the Issuer or an admitted institution (*toegelaten instelling*) of Euronext Amsterdam N.V., admitted in a function on one or more markets or systems held or operated by Euronext Amsterdam N.V. (*toegelaten instelling*), in accordance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended). No such mediation is required in respect of:

- (A) the transfer and acceptance of Zero Coupon Notes whilst in the form of rights representing an interest in a Zero Coupon Instrument in global form;
- (B) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof;
- (C) the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession; or
- (D) the transfer and acceptance of such Zero Coupon Notes within, from or into The Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Instrument in global form) of any particular Series are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter.

In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with and, in addition thereto, if such Zero Coupon Notes in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 March 1987 attached to the Royal Decree of 11 March 1987 (*Staatscourant 129*) (as amended), each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction, the nature of the transaction and the details and serial numbers of such Notes. As used herein "Zero Coupon Notes" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

United Kingdom

The Arranger and each Placement Agent has represented and agreed that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act (“**FSMA**”) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to professional investors (operatori qualificati) (the “Professional Investors”), as defined in Article 31, second paragraph, of CONSOB (the Italian Securities Exchange Commission) Regulation No. 11522 of 1 July 1998, as amended (“Regulation No. 11522”);
- (ii) in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “Financial Services Act”) and Article 33, first paragraph, of CONSOB Regulation No. 11971 of 14 May 1999, as amended; or
- (iii) as a consequence of a specific individual agreement with an Italian resident who has submitted an unsolicited offer to the Dealer, in compliance with Italian securities, tax and any other applicable laws or regulations.

Any offer, sale or delivery of the Notes or distribution of copies of the Programme Memorandum or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, Regulation No. 11522 and Legislative Decree No. 385 of 1 September 1993, as amended (the “Banking Act”); and
- (b) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the issue or the offer of securities in the Republic of Italy may need to be preceded and followed by an appropriate notice to be filed with the Bank of Italy depending, inter alia, on the aggregate value of the securities issued or offered in the Republic of Italy and their characteristics; and

(c) in compliance with any other applicable laws and regulations.

In any case the Notes shall not be placed, sold or offered either in the primary or the secondary market to individuals residing in Italy.

In this last respect, and in relation to (iii) above, please note that Article 100 bis of the Financial Services Act provides that, in the case of offerings of the Notes addressed (in the Republic of Italy) to Professional Investors only (as described under (i) above), in connection with any subsequent distribution (including distributions at the express request of the purchaser) in the Republic of Italy of the Notes within one year from the issue date, any intermediary distributing the Notes in the Republic of Italy may be responsible for the solvency of the issuer of such Notes vis-à-vis purchasers who are not Professional Investors for the period of 12 months from issue date of the Notes unless an offering prospectus or an information document (documento informativo), drafted in accordance with the requirements set forth by CONSOB, has been provided prior to any such transfer of Notes. As of the date of this Prospectus, CONSOB has not implemented any regulations specifying the content of such information document.

Kingdom of Spain

The Dealer (or, where there is more than one Dealer, the Arranger and each Dealer) agrees that neither the Notes nor this Programme Memorandum have been approved or registered in the administrative registries of the Spanish Securities Markets Commission (Comisión Nacional del Mercado de Valores). Accordingly, the Notes may not be offered or sold in Spain except in circumstances which do not constitute a public offering of securities in Spain within the meaning of article 30-bis of the Spanish Securities Market Law of 28 July 1988 (Ley 24/1988, de 28 de julio, del Mercado de Valores), as amended and restated, and supplemental rules enacted thereunder.

Ireland

Each dealer has represented and agreed in relation to any notes that it has not and will not do anything in Ireland in connection with such notes which might constitute a breach of sections 9, 23 (including any advertising restrictions made thereunder) and 50 and any code of conduct made under section 37 of the investment intermediaries act 1995.

Japan

In connection with the distribution, sale, resale, offer, reoffer, directly or indirectly, of the Notes issued by the Issuer, the Arranger subscribing for or purchasing such Notes has represented, warranted and undertaken, or will represent, warrant and undertake to the Issuer that:

(a) in relation to any Notes distributed or intended to be distributed to qualified institutional investors in Japan (as defined in the Securities Exchange Law of Japan as amended and supplemented from time to time (the "SEL", expected to be renamed and replaced by the Financial Instruments and Exchange Law in September 2007)), pursuant to Paragraph 1 of Article 23-13 of the SEL, it shall notify the potential investors and the holders of the Notes that such Notes have not been, and will not be, registered under the SEL. In accordance with the provisions of Paragraph 3 of Article 2 of the SEL, its sale of the Notes is conditional upon the holders of the Notes agreeing not to transfer the Notes to transferees other than the qualified institutional investors;

(b) in relation to any Notes distributed or intended to be distributed to small number of investors in Japan, pursuant to Paragraph 3 of Article 23-13 of the SEL it shall notify the potential investors and the holders of the Notes that such Notes have not been, and will not be, registered under the SEL. In accordance with the provisions of Paragraph 3 of Article 2 of the SEL, its sale of the Notes is conditional upon the holders of the Notes agreeing not to transfer the Notes to transferees other than the sole transferee at one time as for resale ; and/or

(c) in relation to any Notes offered or intended to be offered to less than 50 investors in Japan, pursuant to Paragraph 4 of Article 23-13 it shall notify the potential investors and the holders of the Notes that such Notes have not been, and will not be, registered under the SEL. In accordance with the provisions of Paragraph 3 of Article 2 of the SEL, the total number of the Notes is less than 50 and the Notes shall be tradable only in principal amount of at least the Specified Denomination set out in the relevant Series Memorandum; or

(d) otherwise, the Notes will not be offered or sold directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, or to others for reoffering or resale, directly or indirectly, in Japan or to a resident of Japan except under circumstances which will result in compliance with applicable laws, regulations and guidelines promulgated by the relevant Japanese Government and Regulatory Authorities and in effect at the relevant time. The Notes have not been and will not be registered under the SEL.

Issues of Notes denominated in Japanese Yen are subject to post-facto reporting to the Minister of Finance of Japan.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

The Arranger has represented and agreed that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the Arranger or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. The Arranger has further agreed that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the Arranger may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Series Memorandum, as the case may be.

General

Selling restrictions in respect of each Series may be modified by the agreement of the Issuer and the Arranger following a change in a relevant law, regulation or directive. Any such modification and any other or additional restrictions which may be agreed between the Issuer and the Arranger

in respect of a Series will be set out in the Constituting Instrument and/or the Series Memorandum or Alternative Memorandum in respect of that Series.

No action has been or will be taken in any jurisdiction that would permit a public offering of any of the Notes or Alternative Investments, or possessions or distribution of the Programme Memorandum or any part thereof or any other offering material or any Supplemental Programme Memorandum, in any country or jurisdiction where action for that purpose is required.

GENERAL INFORMATION

1. BOIRO FINANCE B.V. (the “**Issuer**”) has obtained all consents, approvals and authorisations (if any) which are necessary in The Netherlands at the date of this Programme Memorandum in connection with the Programme. The establishment of the Programme was authorised pursuant to a resolution of the Board of Directors of the Issuer passed on 28 April 2003 and each issue of Notes or Alternative Investments by the Issuer will be authorised pursuant to a resolution of the Board of Directors of the Issuer. The issue of this Programme Memorandum was authorised by a resolution of the Board of Directors of the Issuer passed on 17 November 2008.
2. Save as disclosed herein, there has been no material adverse change in the financial position of the Issuer since 31 December 2007, being the date of the latest audited published financial statements.
3. The Issuer is not involved in any governmental, legal, or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of the Issuer’s incorporation a significant effect on the Issuer’s financial position.
4. For so long as the Programme remains in effect or any Notes or Alternative Investments remain outstanding, the following documents will be available in physical format from the date hereof during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection from the registered office of the Issuer, the registered office of the Trustee and the specified offices of the Paying Agent and the Transfer Agent, in the latter two cases depending on whether the Notes are admitted to trading on the Irish Stock Exchange or the Luxembourg Stock Exchange:
 - (1) the Master Documents which may be incorporated by reference by the relevant Constituting Instrument so as to constitute any Trust Deed, Agency Agreement, Custody Agreement, Placing Agreement, Charged Assets Sale Agreement and Charged Agreement with respect to a Series (to the extent not otherwise amended, modified and/or supplemented by the relevant Constituting Instrument);
 - (2) any deed or agreement (other than the constituting instrument for each Series of Notes or Alternative Investments) supplemental to the Master Documents;
 - (3) this Programme Memorandum;
 - (4) the Articles of Association of the Issuer;
 - (5) the audited annual balance sheet and profit and loss account of the Issuer for the years ended 31 December 2006 and 2007;
 - (6) the Constituting Instrument and, if applicable, the Additional Charging Instrument relating to each Series of Notes or Alternative Investments; and
 - (7) the Series Memorandum or Alternative Memorandum relating to each Series of Notes or Alternative Investments.
5. The power of appointing a new Trustee in respect of the Notes shall be vested in the Issuer but no person shall be so appointed who shall not have previously been approved by an extraordinary resolution of the Noteholders and by the Counterparty (if any) and, in the case of Notes which are rated, by each relevant Rating Agency. A trust corporation shall at all times be Trustee in respect of the Notes and may be sole Trustee. Any

appointment of a new Trustee shall as soon as practicable thereafter be notified by the Issuer to the Noteholders in accordance with the Conditions and to each Rating Agency (if any).

The Trustee may retire at any time upon giving not less than 60 days' notice in writing to the Issuer without assigning any reason and without being responsible for any costs losses or liabilities occasioned by such retirement and the relevant Noteholders and/or any Counterparty (but subject to the consent of the relevant Noteholders) shall have power (exercisable in the case of the Noteholders by extraordinary resolution) to remove the Trustee provided that the retirement or removal of any sole Trustee or sole trust corporation shall not become effective until a trust corporation is appointed as successor Trustee.

6. Each Bearer Note, Permanent Global Note representing a D Note, Receipt, Coupon and Talon (if any) will, if such Note (or the Note to which any such Receipt, Coupon or Talon is attached, as the case may be) represents D Notes or is a D Note, bear a legend to the effect that any U.S. person holding the same will be subject to limitations under the United States income tax laws including those in Sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended.
7. Save as disclosed herein, there has been no significant change in the financial or trading position of the Issuer since the date of its incorporation.
8. Legal opinions relating to each Series of Notes or Alternative Investments may be obtained with respect to English law and the law of the place of incorporation or organisation of the Issuer, but it is not (unless otherwise specified in the relevant Series Memorandum or Alternative Memorandum or as may be required by the requirements of the Rating Agency with respect to its rating of a particular Series of Notes or Alternative Investments) intended that such opinions be obtained with respect to any other applicable laws, including the laws of the country of incorporation or organisation of the relevant obligor(s) of or under any of the Charged Assets or Reference Security in respect of such Series of Notes or Alternative Investment or with respect to the laws of the place of incorporation or principal place of business of any Reference Entity, the laws of the country in which any such Charged Assets or Reference Security are situated or the laws of the country which are expressed to govern any such Charged Assets which, depending upon the circumstances, may affect, *inter alia*, the validity and legal and binding effect of the Charged Assets or Reference Security and the effectiveness and ranking of the security for the Notes or the Alternative Investments.
9. The Arranger shall be entitled to charge, and be paid, a commission on subscription for or acquisition of the Notes of a Series or any Alternative Investments (or a participation therein) or on a sale or transfer of the Notes of a Series or Alternative Investments (or a participation therein) as may be more particularly specified in the relevant Constituting Instrument. Any such commission may be deducted from the subscription proceeds or, as the case may be, from the proceeds of sale of the Notes prior to the Arranger accounting for the same to the Issuer. In addition, it or an affiliate of it may be the Counterparty under which it may make substantial profits.
10. Notes in global form will be accepted for clearance through Euroclear and Clearstream, Luxembourg (unless otherwise specified in the relevant Constituting Instrument) or through any other clearing system specified in the applicable Series Memorandum, as an alternative or in addition to clearance through Euroclear and Clearstream, Luxembourg. The appropriate code or codes for each Series allocated by Euroclear and Clearstream, Luxembourg (and/or any such other clearing system) will be contained in the relevant Constituting Instrument.

11. The Issuer will during the life of this Programme maintain a paying agent having a specified office in a European Union member state and, so long as any Notes of a Series or Alternative Investments are or may be admitted to trading on the Luxembourg Stock Exchange (and the guidelines of the Luxembourg Stock Exchange so require), in Luxembourg.
12. The language of this base prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

REGISTERED OFFICE OF THE ISSUER

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