



Santander UK plc

(incorporated under the laws of England and Wales)

Structured Note and Certificate Programme

Santander UK plc (the "**Issuer**") may from time to time issue notes (the "**Notes**") and redeemable certificates (the "**Certificates**") and, together with Notes, the "**N&C Securities**") denominated in any currency as agreed between the Issuer and the relevant Dealer (as defined below) under this Structured Note and Certificate Programme (the "**Programme**").

This document (the "**Base Prospectus**") constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. When used in this Base Prospectus, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

The Base Prospectus has been approved by the Central Bank of Ireland, as Irish competent authority under the Prospectus Directive. The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the N&C Securities which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") or other regulated markets for the purposes of Directive 2014/65/EU (the "**Markets in Financial Instruments Directive**") or which are to be offered to the public in a Member State of the European Economic Area.

The Issuer may request the Central Bank of Ireland, in accordance with Article 18 of the Prospectus Directive, to provide the relevant competent authority of the United Kingdom and/or such other competent authorities as it may require, from time to time, with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Application has been made to Euronext Dublin for N&C Securities issued under the Programme to be admitted to the official list (the "**Official List**") and to trading on its regulated market. The regulated market of Euronext Dublin is a regulated market for the purposes of the Markets in Financial Instruments Directive.

Application may also be made to the United Kingdom Financial Conduct Authority in its capacity as competent authority (the "**UK Listing Authority**") for N&C Securities issued under the Programme to be admitted to the official list of the UK Listing Authority and to the London Stock Exchange plc (the "**London Stock Exchange**") for such N&C Securities to be admitted to trading on the London Stock Exchange's regulated market (which is a regulated market for the purposes of the Markets in Financial Instruments Directive), for the period beginning once the UK Listing Authority has been provided with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive until 12 months from the date of this Base Prospectus. The Programme provides that N&C Securities may be unlisted or listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the Final Terms or Pricing Supplement, as applicable.

N&C Securities may be issued in bearer form ("**Bearer N&C Securities**") or immobilised bearer form ("**Immobilised Bearer N&C Securities**").

The N&C Securities may be issued on a continuing basis to the Dealer specified below and any additional Dealer appointed under the Programme from time to time (the "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of N&C Securities being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such N&C Securities.

Notice of the aggregate nominal amount or issue size of N&C Securities, interest (if any) payable in respect of N&C Securities, where applicable, the issue price of N&C Securities, details of the relevant preference shares by which amounts payable on redemption of the N&C Securities will be determined and certain other information which is applicable to each Tranche (as defined in the Conditions) of N&C Securities will (other than in the case of Exempt N&C Securities, as defined below) be set out in the applicable Final Terms which will be filed with the Central Bank of Ireland, (when publicly offered or listed on a regulated market in the United Kingdom) the UK Listing Authority and, where listed, the London Stock Exchange or Euronext Dublin, as applicable. Copies of Final Terms in relation to N&C Securities to be listed on the London Stock Exchange will be published on the website of the London Stock Exchange through a regulatory information service and copies of Final Terms in relation to N&C Securities to be listed on Euronext Dublin will be published on the website of Euronext Dublin. In the case of Exempt N&C Securities, notice of the aggregate nominal amount of N&C Securities, interest (if any) payable in respect of N&C Securities, the issue price of N&C Securities and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the "**Pricing Supplement**").

Prospective purchasers of N&C Securities should ensure that they understand the nature of the relevant N&C Securities and the extent of their exposure to risks and that they consider the suitability of the relevant N&C Securities as an investment in the light of their own circumstances and financial condition. Certain issues of N&C Securities involve a high degree of risk and potential investors should be prepared to sustain a loss of all or part of their investment.

Prospective investors should consider carefully the risks set forth herein under "Risk Factors" prior to making an investment decision with respect to the N&C Securities. If prospective investors are in any doubt about the risks or suitability of a particular N&C Security, they should seek professional advice.

The N&C Securities (as defined in the Conditions) have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws and N&C Securities in bearer form are subject to certain United States tax law requirements.

The N&C Securities, or interests therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States (including any state of the United States and the District of Columbia), its territories, possessions and other areas subject to its jurisdiction (the "**United States**") or directly or indirectly offered, sold, resold, traded, pledged, redeemed, transferred or delivered to, or for the account or benefit of, any person who is (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"), (ii) a person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") (including but not limited to a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA and a person other than a "Non-United States person" as defined in CFTC Rule 4.7(a)(1)(iv) excluding for the purposes of CFTC Rule 4.7(a)(1)(iv)(D) the exception for qualified eligible persons who are not "Non-United States persons"), or (iii) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "**U.S. Person**").

The N&C Securities do not constitute and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the CEA, and trading in the N&C Securities has not been approved by the CFTC pursuant to the CEA.

See "**Form of the N&C Securities**" for a description of the manner in which N&C Securities will be issued. See "**Subscription and Sale**".

Amounts payable under the N&C Securities may be calculated by reference to one or more "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (the "**Benchmarks Regulation**"). In this case, a statement will be included in the applicable Final Terms or Pricing Supplement, as the case may be, as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation.

Dealer

Santander Corporate & Investment Banking

References to Santander entities

In this document, references to "**Santander UK**" and references to the "**Issuer**" are references to Santander UK plc; the "**Santander UK Group**" and the "**Group**" are references to Santander UK and its subsidiaries and references to "**Santander Group**" are references to Banco Santander, S.A. ("**Banco Santander**") and its subsidiaries.

Further Information regarding the Base Prospectus

This Base Prospectus comprises a base prospectus in respect of all N&C Securities other than Exempt N&C Securities issued under the Programme for the purposes of Article 5.4 of the Prospectus Directive.

The requirement to publish a prospectus under the Prospectus Directive only applies to N&C Securities that are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). References in this Base Prospectus to "**Exempt N&C Securities**" are to N&C Securities for which no prospectus is required to be published under the Prospectus Directive. This Base Prospectus is valid for a period of 12 months from the date hereof.

Any N&C Securities issued under the Programme by the completion of the Final Terms or Pricing Supplement, as applicable, on or after the date of this Base Prospectus are issued subject to the provisions hereof. This Base Prospectus does not affect any securities already in issue under any other programme of the Issuer, prior to the date of this Base Prospectus. "**Final Terms**" means the terms set out in a Final Terms document, substantially in the form set out in this Base Prospectus, which complete the "General Terms and Conditions of the N&C Securities" set out on page 99 herein which, together with the applicable Annex(es) relating to certain interest payouts, Equity Index Linked Interest N&C Securities or Inflation Index Linked Interest N&C Securities are referred to as the "**Conditions**". Any reference in this Base Prospectus to "**Issue Terms**" means either (i) in respect of N&C Securities other than Exempt N&C Securities, the applicable Final Terms or (ii) in respect of N&C Securities that are Exempt N&C Securities, the applicable Pricing Supplement, and should be construed accordingly.

The Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

The language of this Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of the Base Prospectus.

Responsibility Statement

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

Important information relating to Non-exempt Offers of N&C Securities

Restrictions on Non-exempt Offers of N&C Securities in relevant Member States

Certain Tranches of N&C Securities with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**". This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of N&C Securities in each Member State in relation to which the Issuer has given its consent as specified in the applicable Final Terms (each specified Member State a "**Non-exempt Offer Jurisdiction**" and together the "**Non-exempt Offer Jurisdictions**"). Any person making or intending to make a Non-exempt Offer of N&C Securities on the basis of this Base Prospectus must do so only with the Issuer's consent to the use of this Base Prospectus as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive*" and provided such person complies with the conditions attached to that consent.

Save as provided above, neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any Non-exempt Offer of N&C Securities in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 3.2 of the Prospectus Directive

In the context of a Non-exempt Offer of such N&C Securities, the Issuer accepts responsibility, in each of the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (an "**Investor**") who purchases any N&C Securities in a Non-exempt Offer made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Consent Period and provided that the conditions attached to the giving of consent for the use of this Base Prospectus are complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

Neither the Issuer nor any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and neither the Issuer nor any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Except in the circumstances set out in the following paragraphs, the Issuer has not authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of N&C Securities. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, any Dealer accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-exempt Offer, an Investor is offered N&C Securities by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Non-exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether they can rely on this Base Prospectus and/or who is responsible for its contents they should take legal advice.

Consent

In connection with each Tranche of N&C Securities and subject to the conditions set out below under "*Common Conditions to Consent*":

Specific consent

- (1) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such N&C Securities by:
 - (a) the relevant Dealer(s) or Manager(s) specified in the applicable Final Terms;
 - (b) any financial intermediaries specified in the applicable Final Terms;
 - (c) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Issuer's website (http://www.santander.co.uk/uk/about-santander-uk/investor-relations/abbey-structured-note-and-certificate-programme?p_p_id=W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n&p_p_lifecycle=1&p_p_state=normal&p_p_mode=view&p_p_col_id=column-2&p_p_col_pos=1&p_p_col_count=2&W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n_cidGroupInfo=1324581833330&W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n_cidGroupInfo=1324581833105&W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n_javax.portlet.action=W017InformationsClusterGrouperGetGroupInfoAction&W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n_base.portlet.view=W017InformationsClusterGrouperInitialView&W017_Information Cluster Grouper WAR W017_Information Clusterportlet_INSTANCE_BdjH5B3K1W8n_base.portlet.urlAjaxReady=true) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer; and

General consent

- (2) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of N&C Securities in the United Kingdom and/or Ireland (as specified in the applicable Final Terms) by any other financial intermediary which satisfies the following conditions:
- (i) it is authorised to make such offers under the Financial Services and Markets Act 2000 (the "**FSMA**"), as amended, or other applicable legislation implementing the Markets in Financial Instruments Directive (in which regard, Investors should consult the register maintained by the Financial Conduct Authority at: <https://register.fca.org.uk> or the applicable register in the relevant Member State to which a Non-exempt Offer is made);
 - (ii) it accepts the Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets completed with the relevant information) (the "**Acceptance Statement**"):

*"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant N&C Securities] (the "**N&C Securities**") described in the Final Terms dated [insert date] (the "**Final Terms** ") published by Santander UK plc (the "**Issuer** "). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the N&C Securities in [the United Kingdom] [and] [the Republic of Ireland] [delete as applicable] during the Consent Period and subject to the other conditions to such consent, each as specified in the Base Prospectus (the "**Offer**"), we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus in connection with the Offer accordingly".*

The "**Authorised Offeror Terms**", being the terms to which the relevant financial intermediary agrees in connection with using this Base Prospectus, are that the relevant financial intermediary:-

- (A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:
 - (a) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**"), including, where the Non-exempt Offer of N&C Securities is being made in the United Kingdom, the Rules published by the United Kingdom Financial Conduct Authority ("**FCA**") (including its guidance for distributors in "*The Responsibilities of Providers and Distributors for the Fair Treatment of Customers*") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the N&C Securities by any person and disclosure to any potential Investor;
 - (b) comply with the restrictions set out under "*Subscription and Sale*" in this Base Prospectus which would apply as if it were a Dealer and consider the relevant manufacturer's target market assessment and distribution channels as identified under the "MiFID II product governance" legend set out in the applicable Final Terms;
 - (c) ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by that financial intermediary in relation to the offer or sale of the N&C Securities does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
 - (d) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the N&C Securities under the Rules, including, where a Non-exempt Offer of N&C Securities is being made in the United Kingdom, authorisation under the FSMA;
 - (e) comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any N&C Securities by the

Investor), and will not permit any application for N&C Securities in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

- (f) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Issuer and the relevant Dealer or directly to the FCA (or the appropriate authority with jurisdiction over any Dealer) in order to enable the Issuer or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer or the relevant Dealer;
- (g) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (h) immediately inform the Issuer and the relevant Dealer if at any time it becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
- (i) comply with the conditions to the consent referred to under "*Common Conditions to Consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Non-exempt Offer as specified in the applicable Final Terms;
- (j) make available to each potential Investor in the N&C Securities this Base Prospectus (as supplemented as at the relevant time, if applicable) and not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus and the applicable Final Terms;
- (k) if it conveys or publishes any communication (other than this Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that neither the Issuer nor the relevant Dealer accept any responsibility for such communication and (C) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant N&C Securities on the basis set out in this Base Prospectus, as supplemented at the relevant time;
- (l) ensure that no holder of N&C Securities or potential Investor in the N&C Securities shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (m) co-operate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (f) above) upon written request from the Issuer or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer or the relevant Dealer:
 - (i) in connection with any request or investigation by the FCA or any other regulator in relation to the N&C Securities, the Issuer or the relevant Dealer; and/or
 - (ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by the FCA and/or any other regulator of a competent jurisdiction from time to time; and/or

- (iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the N&C Securities and/or as to allow the Issuer or the relevant Dealer fully to comply within its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

- (n) during the period of the initial offering of the N&C Securities: (i) only sell the N&C Securities at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (ii) only sell the N&C Securities for settlement on the Issue Date specified in the applicable Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the N&C Securities (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer; and
- (o) either (i) obtain from each potential Investor an executed application for the N&C Securities, or (ii) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the N&C Securities on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

- (B) agrees and undertakes to indemnify each of the Issuer and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer; and

- (C) agrees and accepts that:

- (a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
- (b) subject to (d) below, the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and financial intermediary submit to the exclusive jurisdiction of the English courts;
- (c) for the purposes of (b) above and (d) below, the financial intermediary waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;
- (d) to the extent permitted by law, the Issuer and the Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and
- (e) each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including

the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

The financial intermediaries referred to in paragraphs (1)(b), (1)(c) and (2) above are together the "**Authorised Offerors**" and each an "**Authorised Offeror**".

Any Authorised Offeror falling within (2) above who meets the conditions set out in (2) above and the other conditions stated in "Common Conditions to Consent" below and who wishes to use this Base Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Consent Period, to publish on its website the Acceptance Statement.

Common Conditions to Consent

The conditions to the Issuer's consent to the use of the Base Prospectus in the context of the relevant Non-exempt Offer of N&C Securities are (in addition to the conditions described in paragraph (2) above if Part B of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

- (i) is only valid during the Consent Period; and
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of N&C Securities in each relevant Member State, as specified in the applicable Final Terms.

Each Tranche of N&C Securities may only be offered to Investors as part of a Non-exempt Offer in the relevant Member State(s) specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

As used herein, "**Consent Period**" means the period beginning on the start date of the relevant Offer Period specified in the applicable Final Terms and ending on the earliest of (i) the end date of the relevant Offer Period specified in the applicable Final Terms, (ii) the date occurring 12 months after the date of this Base Prospectus or (iii) in the event that the Base Prospectus is superseded by a base prospectus of the Issuer which is approved and published by the Issuer during the relevant Offer Period (a "**New Base Prospectus**") and the Issuer has amended, restated and issued the applicable Final Terms pursuant to the New Base Prospectus, the date on which such amended and restated Final Terms are published.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY N&C SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH N&C SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE N&C SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NEITHER THE ISSUER NOR, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

Non-exempt Offers: Issue Price and Offer Price

N&C Securities to be offered pursuant to a Non-exempt Offer will be issued by the Issuer at the Issue Price specified in the applicable Final Terms. The Issue Price will be determined by the Issuer in consultation with the relevant Dealer at the time of the relevant Non-exempt Offer and will depend, amongst other things, on the interest rate (if any) applicable to the N&C Securities and prevailing market conditions at that time. The Offer Price of such N&C Securities will be the Issue Price.

Information sourced from third parties

The applicable Issue Terms will (if applicable) specify the nature of the responsibility taken by the Issuer for the information relating to the underlying asset, index or other asset or basis of reference to which the relevant N&C Securities relate and which is contained in such Issue Terms.

The Dealers and the contents of this Base Prospectus

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer or any Dealer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the N&C Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Independent Investigation

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any N&C Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any N&C Securities should purchase any N&C Securities. Each investor contemplating purchasing any N&C Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any N&C Securities constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any N&C Securities. Furthermore, neither this Base Prospectus, nor any other information supplied in connection with the Programme or any N&C Securities is, nor does it purport to be, investment advice. Unless expressly agreed otherwise with a particular investor, neither the Issuer nor any Dealer is acting as an investment adviser or providing advice of any other nature, or assumes any fiduciary obligation, to any investor in N&C Securities.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any N&C Securities shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the N&C Securities of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference in this Base Prospectus (including any documents incorporated by reference pursuant to any supplements hereto) when deciding whether or not to purchase any N&C Securities.

Credit Ratings

N&C Securities issued under the Programme may be rated or unrated. Where a Tranche of N&C Securities is rated such rating will be disclosed in the Final Terms (or Pricing Supplement, in the case of Exempt N&C Securities).

Moody's Investors Service Ltd ("**Moody's**"), Fitch Ratings Ltd ("**Fitch**") and Standard & Poor's Credit Market Services Europe Limited ("**S&P**") are each established in the European Union and are each registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such Moody's, Fitch and S&P are included in the list of the credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with such Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Please also refer to "*Rating Agency Credit Ratings*" in the "*Risk Factors*" section of this Base Prospectus.

Subscription and sales and transfer restrictions in the United States

Persons into whose possession offering material comes must inform themselves about and observe any such restrictions. This Base Prospectus does not constitute, and may not be used for or in connection with, an offer to any person to whom it is unlawful to make such an offer or a solicitation by anyone not authorised so to act. See "*Subscription and Sale*" below.

The N&C Securities in bearer form that are debt for U.S. federal income tax purposes 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 or for the account or benefit of U.S. Persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder.

Important information relating to the use of this Base Prospectus and offers of N&C Securities generally

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any N&C Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of N&C Securities may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any N&C Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering, or that all actions have been taken by the Issuer or the Dealers which would permit a public offering of any N&C Securities or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. In particular, unless specifically indicated to the contrary in the applicable Issue Terms, no action has been taken by the Issuer or the Dealers which would permit a public offering of any N&C Securities or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no N&C Securities may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any N&C Securities may come must inform themselves about, and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of N&C Securities. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of N&C Securities in the United States and the European Economic Area (including the United Kingdom and Ireland), see "*Subscription and Sale*".

Investment Considerations

The N&C Securities may not be suitable for all investors.

Each potential investor in the N&C Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- has sufficient knowledge and experience to make a meaningful evaluation of the N&C Securities, the merits and risks of investing in the N&C Securities and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the N&C Securities and the impact the N&C Securities will have on its overall investment portfolio;
- has sufficient financial resources and liquidity to bear all of the risks of an investment in the N&C Securities, including N&C Securities with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understands thoroughly the terms of the N&C Securities and is familiar with the behaviour of any relevant indices and financial markets; and
- is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

An investment in N&C Securities (including N&C Securities which are Equity Index Linked Interest N&C Securities or Inflation Index Linked Interest N&C Securities) may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in "*Risks associated with N&C Securities where interest amounts are linked to one or more Reference Item(s)*" and "*Risks associated with N&C Securities due to their linkage to the value of Preference Shares*" below.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the N&C Securities being offered, including the merits and risks involved.

Certain of the Dealers and their affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its respective affiliates.

Neither the Dealers nor the Issuer makes any representation to any investor in the N&C Securities regarding the legality of its investment under any applicable laws. Any investor in the N&C Securities should satisfy itself that it is able to bear the economic risk of an investment in the N&C Securities for an indefinite period of time.

Purchasers of such N&C Securities are deemed to have sufficient knowledge, experience and professional advice to make their own investment decisions and to have undertaken their own legal, financial, tax, accounting and other business evaluation of the risks and merits of investments in such N&C Securities and should ensure that they fully understand the risks associated with investments of this nature which are intended to be sold only to sophisticated investors. Purchasers of N&C Securities are solely responsible for making their own independent appraisal of an investigation into the business, financial condition, prospects, creditworthiness, status and affairs of the issuer of the Preference Shares, the relevant Preference Shares (including the relevant underlying reference item(s) for the Preference Shares), the information relating to any Reference Item(s) relevant for the determination of interest and the level or fluctuation of the relevant Preference Shares for the purposes of determining amounts payable at redemption or of any Reference Item(s) relevant for the determination of interest.

SEE THE SECTION ENTITLED "*RISK FACTORS*" BELOW FOR CERTAIN INFORMATION THAT SHOULD BE CONSIDERED BY INVESTORS IN THE N&C SECURITIES

IMPORTANT – EEA RETAIL INVESTORS – Other than as provided in the Final Terms in respect of any N&C Securities (or Pricing Supplement, in the case of Exempt N&C Securities), the N&C Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, save in relation to any jurisdiction(s) or period(s) for which the "Prohibition of Sales to EEA Retail Investors" is specified to be not applicable in any Final Terms (or Pricing Supplement, in the case of Exempt N&C Securities), no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the N&C Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the N&C Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II product governance / target market – The Final Terms in respect of any N&C Securities (or Pricing Supplement, in the case of Exempt N&C Securities) will include a legend entitled "*MiFID II product governance*" which will outline the target market assessment in respect of the N&C Securities and which channels for distribution of the N&C Securities are appropriate. Any person subsequently offering, selling or recommending the N&C Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the N&C Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any N&C Securities is a manufacturer in respect of such N&C Securities, but otherwise neither the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The consolidated annual financial statements of the Issuer for the years ended 31 December 2017 and 2016 were prepared in accordance with International Financial Reporting Standards ("**IFRS**"). The information contained in the Quarterly Management Statement of Santander UK Group Holdings plc for the six months ended 30 June 2018 (which contains the unaudited consolidated financial information of the Issuer for the six months ended 30 June 2018) is unaudited and does not constitute statutory accounts within the meaning of section 434 of the Companies Act 2006 or interim financial statements in accordance with International Accounting Standard 34 'Interim Financial Reporting'.

In this Base Prospectus, all references to billions are references to one thousand millions. Due to rounding, the numbers presented throughout this Base Prospectus may not add up precisely, and percentages may not precisely reflect absolute figures.

All references in this document to "**EUR**", "**Euro**", "**euro**" and "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended; references to "**USD**", "**U.S. dollars**", "**U.S.\$**" and "**\$**" are to the currency of the United States of America; and references to "**GBP**", "**Sterling**" and "**£**" are to the currency of the United Kingdom.

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In connection with the issue of any Tranche of N&C Securities, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Issue Terms may over-allot N&C Securities (provided that, in the case of any Tranche of N&C Securities to be admitted to trading on a regulated market in the European Economic Area, the aggregate principal amount of N&C Securities allotted does not exceed 105.00 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the N&C Securities of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of N&C Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of N&C Securities and 60 days after the date of the allotment of the relevant Tranche of N&C Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

Summary of the Programme

SUMMARY OF THE PROGRAMME

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of not applicable.

SECTION A – INTRODUCTION AND WARNINGS

Element	
A.1	<p>This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. Any decision to invest in any N&C Securities should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms. Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated. Civil liability attaches to the Issuer in any such Member State solely on the basis of this summary, including any translation of it, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in the N&C Securities.</p>
A.2	<p>Certain Tranches of N&C Securities with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "Non-exempt Offer".</p> <p><i>Issue specific summary:</i></p> <p>[Not Applicable – the N&C Securities are not being offered to the public as part of a Non-exempt Offer.]</p> <p>[Consent: Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of N&C Securities by [the Dealer(s)][,][and] [names of specific financial intermediaries listed in final terms [the "Authorised Offeror"]] [and] [each financial intermediary whose name is published on the Issuer's website ([insert link]) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under the Financial Services and Markets Act 2000, as amended or other applicable legislation implementing Directive 2014/65/EU ("MiFID II") and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):</p> <p>"We, [insert name of financial intermediary], refer to the offer of [insert title of relevant N&C Securities] (the "N&C Securities") described in the Final Terms dated [insert date] (the "Final Terms") published by Santander UK plc (the "Issuer"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the N&C Securities in [the United Kingdom] [Ireland] [insert Relevant Member State] during the Consent Period and subject to the other conditions to such consent, each as specified in the Base Prospectus (the "Offer"), we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus in connection with the Offer accordingly".</p> <p>Consent period: The Issuer's consent referred to above is given for Non-exempt Offers of N&C Securities during the period beginning on the start date of the relevant Offer Period and ending on the earliest of (i) the end date of the relevant</p>

Summary of the Programme

	<p><i>Offer Period, (ii) the date occurring 12 months after the date of the Base Prospectus or (iii) in the event that the Base Prospectus is superseded by a base prospectus of the Issuer which is approved and published by the Issuer during the Offer Period (a "New Base Prospectus") and the Issuer has amended, restated and issued the applicable Final Terms pursuant to the New Base Prospectus, the date on which such amended and restated Final Terms are published (the "Consent Period").</i></p> <p><i>Offer period: The offer period is [insert] (the "Offer Period").</i></p> <p><i>Conditions to consent: The conditions to the Issuer's consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Consent Period and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of N&C Securities in [specify each relevant Member State in which the particular Tranche of N&C Securities can be offered].</i></p> <p>AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY N&C SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH N&C SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.]</p>
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SECTION B– ISSUER

Element	
B.1	<p>Legal and commercial name of the Issuer Santander UK plc</p>
B.2	<p>Domicile / legal form / legislation / country of incorporation The Issuer is a public limited company incorporated and domiciled in England and Wales, registered under the Companies Act 1985.</p>
B.4b	<p>Trend information</p> <p>The Group's financial performance is intrinsically linked to the UK economy and the economic confidence of consumers and businesses. The sustainability of the UK economic recovery, along with its concomitant impacts on the Group's profitability, remains a risk. Conversely, a strengthened UK economic performance may increase the possibility of a higher interest rate environment and the Group notes that the Bank of England has commented that it expects to continue to raise interest rates in 2018. In such a scenario, other market participants might offer more competitive product pricing resulting in increased customer attrition. The global credit market conditions have suffered from the general lack of liquidity in the secondary market for many types of instruments which may include instruments similar to the N&C Securities.</p> <p>The Group faces substantial competition in all parts of its business. The market for U.K. financial services is highly competitive and the recent financial crisis continues to reshape the banking landscape in the U.K..</p> <p>Financial services providers face increasingly stringent and costly regulatory and supervisory requirements, particularly in the areas of regulatory capital and liquidity management, the conduct of business, the structure of operations and the integrity of financial services delivery. Although the Group works closely with the Group's regulators and continually monitors the situation, future changes in law, regulation, fiscal or other policies can be unpredictable and are beyond the Group's control. No assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the Group's business.</p> <p>On 23 June 2016, the UK held a referendum (the "UK EU Referendum") on its membership of the EU, in which a majority voted for the UK to leave the EU. Immediately following the result, the UK and global stock and foreign</p>

Summary of the Programme

	<p>exchange markets commenced a period of significant volatility, including a steep devaluation of the pound sterling. There remains significant uncertainty relating to the process, timing and negotiation of the UK's exit from, and future relationship with, the EU and the basis of the UK's future trading relationship with the rest of the world. While the longer term effects of the UK EU Referendum are difficult to predict, its effects, in addition to the uncertainty created as a result of the outcome of the UK General Election in 2017, could include further financial instability and slower economic growth as well as higher unemployment and inflation in the UK. For instance, the UK government has stated its intention for the UK to leave both the single market and the customs union (thereby ceasing to be party to the global trade deals negotiated by the EU on behalf of its members) and this could affect the attractiveness of the UK as a global investment centre and increase tariff and non-tariff barriers for the UK's trading relationships and, as a result, could have a detrimental impact on UK economic growth. Potential further decreases in interest rates by the Bank of England or sustained low or negative interest rates would put further pressure on interest margins and adversely affect the Group's operating results, financial condition and prospects. Equally, further rises in interest rates (in addition to the rate rise in November 2017) could result in larger default losses which would also impact the Group's operating results, financial condition and prospects.</p>																																																												
B.5	<p>Description of the Group</p> <p>The Issuer and its subsidiaries comprise the Issuer's immediate group (the "Santander UK Group"). The Issuer is a wholly owned subsidiary of Santander UK Group Holdings plc which is a subsidiary of Banco Santander, S.A. which is the ultimate parent company. Banco Santander, S.A. and its subsidiary Santusa Holding, S.L. together hold the entire issued share capital of Santander UK Group Holdings plc. The Issuer and its subsidiaries, along with the other subsidiaries of Banco Santander, S.A., form part of the Banco Santander S.A. group (the "Santander Group").</p>																																																												
B.9	<p>Profit forecast or estimate</p> <p>Not Applicable - No profit forecasts or estimates have been made in the Base Prospectus.</p>																																																												
B.10	<p>Audit report qualifications</p> <p>Not Applicable - No qualifications are contained in any audit report included in the Base Prospectus.</p>																																																												
B.12	<p>Selected historical key financial information</p> <p>The audited consolidated balance sheet as at 31 December 2016 and 31 December 2017 for each of the years ended 31 December 2016 and 31 December 2017 have been extracted without any adjustment from, and should be read in conjunction with, the Issuer's consolidated financial statements in respect of those dates and periods:</p>																																																												
	<p style="text-align: center;">Consolidated Balance Sheet (extracted from the Issuer's annual financial report for the year ended 31 December 2017)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: right;">31 December 2017 £m</th> <th style="width: 20%; text-align: right;">31 December 2016 £m⁽¹⁾</th> </tr> </thead> <tbody> <tr> <td colspan="3">Assets</td> </tr> <tr> <td>Cash and balances at central banks</td> <td style="text-align: right;">32,771</td> <td style="text-align: right;">17,107</td> </tr> <tr> <td>Trading assets</td> <td style="text-align: right;">30,555</td> <td style="text-align: right;">30,035</td> </tr> <tr> <td>Derivative financial instruments</td> <td style="text-align: right;">19,942</td> <td style="text-align: right;">25,471</td> </tr> <tr> <td>Financial assets designated at fair value</td> <td style="text-align: right;">2,096</td> <td style="text-align: right;">2,140</td> </tr> <tr> <td>Loans and advances to banks</td> <td style="text-align: right;">5,927</td> <td style="text-align: right;">4,348</td> </tr> <tr> <td>Loans and advances to customers</td> <td style="text-align: right;">199,490</td> <td style="text-align: right;">199,738</td> </tr> <tr> <td>Financial investments</td> <td style="text-align: right;">17,611</td> <td style="text-align: right;">17,466</td> </tr> <tr> <td>Interests in other entities</td> <td style="text-align: right;">73</td> <td style="text-align: right;">61</td> </tr> <tr> <td>Intangible assets</td> <td style="text-align: right;">1,742</td> <td style="text-align: right;">1,685</td> </tr> <tr> <td>Property, plant and equipment</td> <td style="text-align: right;">1,598</td> <td style="text-align: right;">1,491</td> </tr> <tr> <td>Retirement benefit assets</td> <td style="text-align: right;">499</td> <td style="text-align: right;">398</td> </tr> <tr> <td>Other assets</td> <td style="text-align: right;">2,511</td> <td style="text-align: right;">2,571</td> </tr> <tr> <td>Total assets</td> <td style="text-align: right;">314,765</td> <td style="text-align: right;">302,511</td> </tr> <tr> <td colspan="3">Liabilities</td> </tr> <tr> <td>Deposits by banks</td> <td style="text-align: right;">13,784</td> <td style="text-align: right;">9,769</td> </tr> <tr> <td>Deposits by customers</td> <td style="text-align: right;">183,648</td> <td style="text-align: right;">177,172</td> </tr> <tr> <td>Trading liabilities</td> <td style="text-align: right;">31,109</td> <td style="text-align: right;">15,560</td> </tr> <tr> <td>Derivative financial instruments</td> <td style="text-align: right;">17,613</td> <td style="text-align: right;">23,103</td> </tr> </tbody> </table>		31 December 2017 £m	31 December 2016 £m ⁽¹⁾	Assets			Cash and balances at central banks	32,771	17,107	Trading assets	30,555	30,035	Derivative financial instruments	19,942	25,471	Financial assets designated at fair value	2,096	2,140	Loans and advances to banks	5,927	4,348	Loans and advances to customers	199,490	199,738	Financial investments	17,611	17,466	Interests in other entities	73	61	Intangible assets	1,742	1,685	Property, plant and equipment	1,598	1,491	Retirement benefit assets	499	398	Other assets	2,511	2,571	Total assets	314,765	302,511	Liabilities			Deposits by banks	13,784	9,769	Deposits by customers	183,648	177,172	Trading liabilities	31,109	15,560	Derivative financial instruments	17,613	23,103
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Summary of the Programme

Financial liabilities designated at fair value	2,315	2,440
Debt securities in issue	42,633	50,346
Subordinated liabilities	3,793	4,303
Other liabilities	2,730	3,221
Provisions	558	700
Current tax liabilities	3	54
Deferred tax liabilities	88	128
Retirement benefit obligations	286	262
Total liabilities	298,560	287,058
Equity		
Share capital	3,119	3,119
Share premium	5,620	5,620
Other equity instruments	2,281	1,785
Retained earnings	4,732	4,225
Other reserves	301	524
Total shareholders' equity	16,053	15,303
Non-controlling interests	152	150
Total equity	16,205	15,453
Total liabilities and equity	314,765	302,511
(1) Restated to reflect the change in accounting policy to business combinations between entries under common control.		
Consolidated Income Statement (extracted from the Issuer's annual report for the year ended 31 December 2017)		
	31 December 2017 £m	31 December 2016 £m
Interest and similar income	5,905	6,467
Interest expense and similar charges	(2,102)	(2,885)
Net interest income	3,803	3,582
Fee and commission income	1,222	1,188
Fee and commission expense	(415)	(418)
Net fee and commission income	807	770
Net trading and other income	302	443
Total operating income	4,912	4,795
operating expenses before impairment losses, provisions and charges	(2,499)	(2,414)
Impairment losses on loans and advances	(203)	(67)
Provisions for other liabilities and charges	(393)	(397)
Total operating impairment losses, provisions and charges	(596)	(464)
Profit before tax	1,817	1,917
Tax on profit	(561)	(598)
Profit after tax for the year	1,256	1,319
Attributable to:		
Equity holders of the parent	1,235	1,292
Non-controlling interests	21	27
Profit after tax	1,256	1,319
Summary of segmental balance sheet assets and liabilities (extracted from the Quarterly Management Statement)		
	Six months ended 30 June 2018 (unaudited) £bn	Year ended 31 December 2017 (unaudited) £bn
Assets		
Customer loans		
Retail Banking	171.3	169.0

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Commercial Banking	19.0	19.4
Corporate & Investment Banking	5.5	6.0
Corporate Centre	5.2	5.9
Total customer loans	201.0	200.3
Other assets	115.6	114.5
Total assets	316.6	314.8
Liabilities		
Customer deposits		
Retail Banking	147.6	149.3
Commercial Banking	17.0	18.7
Corporate & Investment Banking	4.5	4.5
Corporate Centre	3.5	3.4
Total customer deposits	172.6	175.9
Medium Term Funding	44.8	40.6
Other liabilities	82.6	82.0
Total Liabilities	300.0	298.5
Shareholders' equity	16.4	16.1
Non-controlling interest	0.2	0.2
Total liabilities and equity	316.6	314.8

Summary consolidated income statement (extracted from the Quarterly Management Statement)

	Six Months Ended 30 June 2018 (unaudited) £m	Six Months Ended 30 June 2017 (unaudited) £m
Net interest income	1,811	1,922
Non-interest income	501	591
Total operating income	2,312	2,513
Total operating expenses before impairment losses, provisions and charges	(1,283)	(1,215)
Impairment losses on loans and advances	(91)	(48)
Provisions for other liabilities and charges	(33)	(186)
Total operating impairment losses, provisions and charges	(124)	(234)
Profit/(loss) before tax	905	1,064
Tax on profit	(256)	(323)
Profit/(loss) after tax for the period	649	741

Statements of no significant or material adverse change

There has been no significant change in the financial position of the Issuer since 30 June 2018 and there has been no material adverse change in the prospects of the Issuer since 31 December 2017.

B.13	<p>Events impacting the Issuer's solvency</p> <p>Not Applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.</p>
B.14	<p>Dependence upon other group entities</p> <p>The Issuer does not rely on a guarantee from Banco Santander, S.A. or any other member of the Santander Group to generate funding or liquidity. Similarly, the Issuer does not raise funds to finance or guarantee the debts of other members of the Santander Group other than members of the Santander UK Group. See further Element B.5 above.</p>
B.15	<p>Principal activities</p> <p>The Issuer's business consists of four main divisions: Retail Banking, Commercial Banking, Corporate & Investment</p>

Summary of the Programme

	<p>Banking and Corporate Centre.</p> <p>(a) Retail Banking</p> <p>Retail Banking offers a wide range of products and financial services to individuals and small businesses through a network of branches and ATMs, as well as through telephony, digital, mobile and intermediary channels. Retail Banking includes businesses banking customers, small businesses with an annual turnover of up to £6.5 million and Santander Consumer Finance, predominantly a vehicle finance business.</p> <p>(b) Commercial Banking</p> <p>Commercial Banking offers a wide range of products and financial services provided by relationship teams based in a network of regional Corporate Business Centres ("CBCs") and through telephony and digital channels. The management of Santander UK's customers is organised across two relationship teams – the Regional Corporate Bank ("RCB") that covers non-property trading business that are UK domiciled with annual turnover of above £6.5 million and Specialist Sector Groups ("SSGs") that cover real estate, social housing finance, education, healthcare, and hotels.</p> <p>(c) Corporate & Investment Banking</p> <p>Corporate & Investment Banking (formerly known as Global Corporate Banking) services corporate clients with a turnover of £500 million and above per annum and financial institutions. Corporate & Investment Banking clients require specially-tailored services and value-added services due to their size, complexity and sophistication. Corporate & Investment Banking provides these clients with products to manage currency fluctuations, protect against interest rate risk, and arrange capital markets finance and specialist trade finance solutions as well as providing support for the rest of the Group's Businesses.</p> <p>(d) Corporate Centre</p> <p>Corporate Centre predominantly consists of the non-core corporate and treasury legacy portfolios. Corporate Centre is responsible for managing capital and funding, balance sheet composition and structure and strategic liquidity risk. The non-core corporate and treasury legacy portfolios include aviation, shipping, infrastructure, commercial mortgages, social housing loans and structured credit assets, all of which are being run-down and/or managed for value.</p>
B.16	<p>Controlling shareholders</p> <p>As at the date of this Prospectus, the Issuer is a wholly owned subsidiary of Santander UK Group Holdings plc, which is a subsidiary of Banco Santander, S.A.. Banco Santander, S.A. and its subsidiary Santusa Holdings S.L. together hold the entire issued share capital of Santander UK Group Holdings.</p>

SECTION C – N&C SECURITIES

Element	
C.1	<p>Type and class of the N&C Securities</p> <p>The Issuer may issue the following types of Securities: notes ("Notes") and redeemable certificates ("Certificates" and, together with Notes, "N&C Securities") pursuant to the Programme.</p> <p>The N&C Securities will be N&C Securities linked to preference shares for the purposes of the determination of amounts payable upon redemption, optional redemption or early redemption and may be fixed rate N&C Securities, floating rate N&C Securities, non-interest bearing N&C Securities or variable interest rate N&C Securities.</p> <p>In respect of variable interest N&C Securities, the applicable Final Terms will specify whether a N&C Security is an equity index linked interest N&C Security, an inflation index linked interest N&C Security or a cross-asset linked interest</p>

Summary of the Programme

	<p>N&C Security.</p> <p>The security identification number of the N&C Securities will be set out in the applicable Final Terms.</p> <p><i>[Issue specific summary</i></p> <p>Title of N&C Securities: [●]</p> <p>Series Number: [●]</p> <p>Tranche Number [●]</p> <p>ISIN: [●]</p> <p>Common Code: [●]</p> <p>[The N&C Securities will be consolidated and will form a single Series with <i>[identify earlier Tranches]</i> on [the Issue Date/exchange of the Temporary Bearer Global N&C Security for interests in the Permanent Bearer Global N&C Security, which is expected to occur on or about <i>[date]</i>].]</p>
C.2	<p>Currency of the N&C Securities</p> <p>Subject to compliance with all relevant laws, regulations and directives, the N&C Securities may be denominated or settled in any agreed currency.</p> <p><i>[Issue specific summary</i></p> <p><i>[insert currency of the N&C Securities]</i></p>
C.5	<p>Restrictions on free transferability</p> <p>The N&C Securities may not be transferred prior to the Issue Date. Selling restrictions apply to offers, sales or transfers of the N&C Securities under the applicable laws in various jurisdictions. A purchaser of the N&C Securities is required to make certain agreements and representations as a condition to purchasing the N&C Securities.</p> <p><i>[Issue Specific Summary:</i></p> <p>The minimum denominations of each N&C Security [is] [will be] €1,000 (or the equivalent amount in a currency other than euro).]</p> <p>C.8</p> <p>Description of the rights attaching to the N&C Securities</p> <p>Status: The N&C Securities constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank <i>pari passu</i> without preference amongst themselves and, subject to any applicable statutory provisions or judicial order, at least equally with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Issuer.</p> <p>Negative pledge: The N&C Securities do not have the benefit of a negative pledge or cross-default provisions (in respect of events of default).</p> <p>Deed of covenant: The N&C Securities have the benefit of a deed of covenant dated 8 August 2017.</p> <p>Taxation: All payments in respect of the N&C Securities will be made without deduction for or on account of withholding taxes imposed by any tax jurisdiction unless such deduction is required by law. In the event that any such deduction is required, the Issuer will not be required to pay any additional amounts to cover the amounts so deducted. Further, all payments in respect of the N&C Securities will be made subject to any withholding or deduction required pursuant to fiscal and other laws, as provided in Condition 5.4(B) of the General Terms and Conditions of the N&C Securities.</p> <p>Events of Default: This includes non-payment, non-performance or non-observance of the Issuer's obligations in respect</p>

Summary of the Programme

	<p>of the N&C Securities and also the insolvency or winding up of the Issuer. An event of default will only be treated as such if at least 25% of the N&C Securityholders in nominal amount or number of units, as applicable, have requested this.</p> <p>Governing law: English law.</p>																										
C.11	<p>Listing and Admission to trading</p> <p><i>[Issue specific summary:</i></p> <p>[Application for N&C Securities has been made [for listing on the Official List of the [United Kingdom Listing Authority] [Euronext Dublin] [<i>specify other Stock Exchange</i>] and] for admission to trading on the [Regulated Market of the [London Stock Exchange] [Euronext Dublin] [<i>specify other Stock Exchange</i>].]</p>																										
C.15	<p>Description of how the value of the N&C Securities is affected by the value of the Preference Shares</p> <p><i>Issue specific summary:</i></p> <p>The following table sets out illustrative values of the amounts payable per N&C Security on the Maturity Date [or Optional Redemption Date]or Early Redemption Date, as the case may be, in each case, as adjusted:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Preference Share Value as a % of Preference Share Final in respect of Preference Share Initial</th> <th style="text-align: center;">Final Redemption Amount [/ Optional Redemption Date] / Early Redemption Amount per Calculation Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">200%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">150%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">90%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">75%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">60%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">50%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">40%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">25%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">10%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">0%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> <tr> <td style="text-align: center;">200%</td> <td style="text-align: center;">[insert currency] [●]</td> </tr> </tbody> </table> <p><i>These N&C Securities are derivative securities and their value may go down as well as up.</i></p> <p><i>Worst Case Scenario: In a worst case scenario the amount payable per Calculation Amount at the Maturity Date will be zero if the final reference value of the Preference Shares is zero.</i></p>	Preference Share Value as a % of Preference Share Final in respect of Preference Share Initial	Final Redemption Amount [/ Optional Redemption Date] / Early Redemption Amount per Calculation Amount	200%	[insert currency] [●]	150%	[insert currency] [●]	100%	[insert currency] [●]	90%	[insert currency] [●]	75%	[insert currency] [●]	60%	[insert currency] [●]	50%	[insert currency] [●]	40%	[insert currency] [●]	25%	[insert currency] [●]	10%	[insert currency] [●]	0%	[insert currency] [●]	200%	[insert currency] [●]
Preference Share Value as a % of Preference Share Final in respect of Preference Share Initial	Final Redemption Amount [/ Optional Redemption Date] / Early Redemption Amount per Calculation Amount																										
200%	[insert currency] [●]																										
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25%	[insert currency] [●]																										
10%	[insert currency] [●]																										
0%	[insert currency] [●]																										
200%	[insert currency] [●]																										
C.16	<p>Maturity Date of the N&C Securities</p>																										

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	The Maturity Date of the N&C Securities is the third Business Day following the Final Reference Date.	
C.17	Settlement procedures of the N&C Securities The N&C Securities will be settled on the Maturity Date, the Optional Redemption Date or Early Redemption Date, as the case may be, in each case as adjusted in accordance with the conditions, at the relevant amount per N&C Security.	
C.18	Description of how the return on derivative securities takes place	
	<p>Payment Features</p> <p><i>[Issue specific summary:</i></p>	
	Issue Price:	[100 per cent of the Aggregate Nominal Amount/[●] per N&C Security]
	Issue Date:	[●]
	Calculation Amount:	[●]
	Maturity Date:	The third Business Day following the Final Reference Date (such third Business Day the " Scheduled Maturity Date ") and the Scheduled Maturity Date is scheduled to be [●], unless the Preference Shares are redeemed early in accordance with their terms
	Final Redemption Amount:	<p>Unless previously redeemed or purchased and cancelled, each N&C Security will be redeemed at its Final Redemption Amount on the Maturity Date.</p> <p>The "Final Redemption Amount" in respect of each nominal amount of the N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency calculated by the Calculation Agent equal to:</p> $\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{Initial}}}$ <p>and rounded (where relevant) in accordance with the applicable rounding convention.</p> <p>Where:</p> <p>"Company" means Santander UK (Structured Solutions) Limited;</p> <p>"Final Reference Date" means [●] Business Days following the Preference Share Valuation Date;</p> <p>"Initial Reference Date" means [●];</p> <p>"Preference Shares" means [the Series [●] redeemable preference shares of the Company];</p> <p>"Preference Share Valuation Date" means:</p> <p>(a) [●], subject to adjustment if the Preference Shares are terminated earlier, or,</p> <p>(b) if the Preference Shares become subject to redemption due to a related financial product being subject to early redemption, the date scheduled for valuation of the underlying asset(s) or reference basis(es) for the Preference Shares; or</p> <p>(c) if any date(s) for valuation of the underlying asset(s) or reference basis(es) (or any</p>

Summary of the Programme

		<p>part thereof) for the Preference Shares falling on or about such day described in (a) or (b) above, as the case may be, is or is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Valuation Date will be such delayed valuation or determination date(s) (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation or determination date(s) if there is more than one delayed valuation date or delayed determination date)</p> <p>"Preference Share Value" means, in respect of any day, the fair market value per Preference Share at the Valuation Time on that day as determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent considers to be appropriate including, but not limited to, (a) interest rates, index levels, implied volatilities in the option markets and exchange rates; (b) the remaining life of the Preference Share had they not been redeemed until the Final Preference Share Valuation Date; (c) the value at the relevant time of any redemption amount which would have been applicable had the Preference Shares remained outstanding to the Final Preference Share Redemption Date and/or any Early Preference Share Redemption Date; and (d) prices at which other market participants might bid for shares similar to the Preference Shares;</p> <p>"Preference Share Value_{final}" means the Preference Share Value on the Final Reference Date;</p> <p>"Preference Share Value_{initial}" means the Preference Share Value on the Initial Reference Date; and</p> <p>"Valuation Time" means [5.00 p.m. (London time)] [<i>specify other</i>].</p>
	<p>[Optional Redemption Amount:</p>	<p>The N&C Securities have an Issuer call option and therefore, by giving notice as provided in the conditions, the Issuer may redeem all of the N&C Securities then outstanding on an Optional Redemption Date at the Optional Redemption Amount.</p> <p>The "Optional Redemption Amount" shall be an amount rounded in accordance with the conditions in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as specified above) except that, for these purposes only, the definition of Preference Share Value_{final} shall be the Preference Share Value on the Optional Redemption Valuation Date.</p> <p>Where:</p> <p>"Optional Preference Share Redemption Valuation Date" means:</p> <p>(a) [●], or,</p> <p>(b) if any date(s) for valuation of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day described in (a) above is or is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Optional Preference Share Redemption Valuation Date shall be such delayed valuation or determination date(s) (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring such delayed valuation date or determination date, if there is more than one delayed valuation date or delayed determination date);</p>

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		<p>"Optional Redemption Date(s)" means the third Business Day following the Optional Redemption Valuation Date; and</p> <p>"Optional Redemption Valuation Date" means the third Business Day following the Optional Preference Share Redemption Valuation Date.]</p>
<p>Early Redemption Amount:</p>		<p>The N&C Securities may be subject to early redemption (i) for tax reasons (ii) pursuant to any annex to the conditions, (iii) on receipt of a notice of early redemption of the Preference Shares for any reason other than a related financial product being subject to early redemption, (iv) following the occurrence of an illegality, (v) following the occurrence of a securities hedging disruption, (vi) following a regulatory redemption event, (vii) following a relevant administrator/benchmark event or (viii) following the occurrence of an event of default. In the event of an early redemption, the Issuer will redeem each N&C Security at its Early Redemption Amount on the applicable Early Redemption Date. No interest will be payable on any early redemption unless the relevant Interest Payment Date has then occurred and the relevant interest has not already been paid.</p> <p>The "Early Redemption Amount" shall be an amount rounded in accordance with the conditions in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as specified above) except that, for these purposes only, the definition of Preference Share Value_{final} shall be the Preference Share Value on the Early Redemption Valuation Date;</p> <p>Where:</p> <p>"Early Preference Share Redemption Valuation Date" means:</p> <p>(a) if the N&C Securities become subject to early redemption other than following an event of default, the Early Preference Share Redemption Valuation Date specified in the notice of early redemption given to N&C Securityholders by the Issuer (or the Calculation Agent on its behalf) in accordance with the conditions; or</p> <p>(b) where the N&C Securities are subject to early redemption following an event of default, the 5th Business Day following the date on which the relevant N&C Securityholder's written notice referred to therein is given,</p> <p>or, in each case, if any date(s) for valuation of or any determination of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the relevant Early Preference Share Redemption Valuation Date shall be such delayed valuation or determination date (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation date(s) or determination date(s), if there is more than one delayed valuation date or delayed determination date);</p> <p>"Early Redemption Date" means the third business day following the Early Redemption Valuation Date; and</p> <p>"Early Redemption Valuation Date" shall be the third Business Day following the Early Preference Share Redemption Valuation Date.</p>
<p><i>Set out relevant interest payment features below, completing or, where not relevant, deleting the following provisions:</i></p>		

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[Interest]

[The N&C Securities will be [fixed rate] [floating rate] [variable interest rate] N&C Securities and interest will be paid in accordance with the following:]

Interest Payment Option 1

*Calculation Amount [(or, when represented by a global N&C Security, a pro rata amount, per N&C Security, of the aggregate outstanding nominal amount of the N&C Securities)] * Rate of Interest [* Day Count Fraction]*

Interest Payment Option 2

(1) *If the Barrier Condition is satisfied:*

*Calculation Amount * Rate of Interest_{n=1}; or*

(2) *If the Barrier Condition is not satisfied:*

*Calculation Amount * Rate of Interest_{n=2}*

Interest Payment Option 3

(1) *If the Barrier Condition is satisfied:*

*Calculation Amount * Rate of Interest; or*

(2) *If the Barrier Condition is not satisfied:*

Zero

Interest amounts [if any] become due on the relevant Interest Payment Date(s) specified below.

Set out the relevant definitions from the below, completing or, where not relevant, deleting the following provisions:

For these purposes:

"Asset" has the meaning [in relation to the relevant Asset Class, a Single Asset or a constituent of a Basket Asset] set out in Element C20 below.

"Asset Class" means [equity index(ices) [and]/inflation index(ices) [and]/fixed income benchmark(s)].

"Asset Early" [means the] [Max] [Min] [Asset Level] [on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [Observation Level] [is as specified in the table [above/below]: insert table] [,] [Barrier].

"Asset Early Performance" means the [Early Performance] [Early Performance (Call Spread)] [Early Performance (Rolling Lookback)] [Early Weighted Performance] of [the] [each] [Asset] [Early Laggard] [Early Outperformer].

"Asset Final" means [the] [Max] [Min] [Asset Level on the Final Valuation Date] [Average Level] [,] [Observation Level].

"Asset Final Performance" means the [Final Performance] [Final Performance (Call Spread)] [Final Performance (Lookback)] [Final Performance (Temporis)] [Final Weighted Performance] [Enhanced Weighted Performance] [Upside Performance] [Downside Performance] [Weighted Performance] of [all] the [Asset[s]] [Final Laggard] [Final Outperformer].

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"**Asset Initial**" means [the] [Max] [Min] [Asset Level on the Initial Valuation Date] [Average Level] [Observation Level] [,] [Barrier].

"**Asset Level**" means the [Opening Level] [Closing Level] [Intraday Level] [Observation Level] of the relevant Asset.

"**Asset Lookback**" [means the] [Asset Level on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [is as specified in the table [above/below]: insert table].

"**Average Level**" means the arithmetic average of each [Opening Level] [Closing Level] [Intraday Level] [Observation Level] observed by the Calculation Agent on each Averaging Date.

"**Averaging Date**" means each of [●].

"**Barrier**" means [[●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * n * [●] per cent.] [Asset Early * [●] per cent.] [Asset Early * n * [●] per cent.] [Asset Lookback * [●] per cent.] [Asset Lookback * n * [●] per cent.].

"**Barrier (Early)**" means:

(a) where Barrier Condition Early (European) is applicable:

[[●] per cent.] [n * [●] per cent.][means the percentage ascribed to the relevant [Scheduled Observation Date][Valuation Date][Calculation Date], as specified in the table [above/below]]; or

(b) where Barrier Condition Early (Bermudan) is applicable:

[[●] per cent.] [n * [●] per cent.]; or

(c) where Barrier Condition Early (American) is applicable:

[Asset Initial * [●] per cent.] / [Asset Initial * [●] per cent. * n].

"**Barrier (Final)**" means:

(a) where Barrier Condition Final (European) is applicable, [●] per cent.; or

(b) where Barrier Condition Final (American) is applicable, Asset Initial * [●] per cent.

"**Barrier Condition**" shall mean [Barrier Condition Early] [Barrier Condition Final].

"**Barrier Condition Early**" shall mean [Barrier Condition Early (European)] [Barrier Condition Early (Bermudan)] [Barrier Condition Early (American)].

"**Barrier Condition Early (American)**" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] [related to the relevant Barrier Early Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is at [all] [the] [any] time[s] greater than [or equal to] Barrier (Early).

"**Barrier Condition Early (Bermudan)**" shall be deemed satisfied if the Calculation Agent determines that on any [Scheduled Observation Date] [Valuation Date] [Calculation Date] [during the Observation Period], Asset Early Performance is greater than [or equal to] Barrier (Early).

"**Barrier Condition Early (European)**" shall be deemed satisfied if the Calculation Agent determines that on [the relevant] [each] [Scheduled Observation Date] [Valuation Date] [Calculation Date], Asset Early Performance is greater than [or equal to] Barrier (Early).

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"Barrier Condition Final" shall mean [Barrier Condition Final (European)] [Barrier Condition Final (American)].

"Barrier Condition Final (American)" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] Barrier (Final).

"Barrier Condition Final (European)" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] Barrier (Final).

"Barrier Early Calculation Date" means [date to be specified] [each Scheduled Observation Date] [Valuation Date] [Calculation Date].

"Barrier Return" shall mean an amount determined by the Calculation Agent in accordance with the following methodology:-

(a) if Asset Final Performance is greater than [or equal to] the Barrier,

[●] per cent.

(b) if Asset Final Performance is less than [or equal to] the Barrier:

Max[(Cap [+/-] (Participation * Asset Final Performance)), Floor]

"Basket Asset" means an Asset that is a constituent of a basket of Assets.

"Bonus" means an amount calculated and determined by the Calculation Agent in accordance with the following:

(a) If the Asset Final Performance is greater than [or equal to] Barrier,

[[●] per cent.] [Min[Max(Floor, (Participation * Asset Final Performance)), Cap]]

(b) If the Asset Final Performance is less than [or equal to] Barrier,

[●] per cent.

"Bonus Amount" shall be determined by the Calculation Agent in respect of each [Scheduled Observation Date] [Valuation Date] [Calculation Date] in accordance with the following formula:

Bonus Number * [●] per cent.

"Bonus Condition" shall be deemed satisfied if the Calculation Agent determines that on each [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Early Performance is greater than [or equal to] the Barrier.

"Bonus Number" shall be [the number of times that the Bonus Condition is satisfied during the Observation Period] [the number corresponding to the last [Scheduled Observation Date] [Valuation Date] [Calculation Date] during the Observation Period upon which the Barrier Condition is satisfied] [or, if the Barrier Condition is not satisfied, zero] [number to be specified].

"Calculation Date" means [insert date(s)] [each Scheduled Trading Day in the Observation Period] [subject to adjustment].

"Cap" means [●] per cent.

"Closing Level" means the [closing level] [or] [price] of the relevant Asset.

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"Day Count Fraction" means $\frac{[Actual/Actual (ICMA)]/[Act/Act (ICMA)] [Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/ [Act/Act (ISDA)] [Actual/365 (Fixed)]/[Act/365 (Fixed)]/[A/365 (Fixed)]/[A/365F] [Actual/365(Sterling)] [Actual/360]/[Act/360]/[A/360] [30/360 (ICMA)] [30/360]/[360/360]/[Bond Basis] [30E/360]/[Eurobond Basis] [30E/360 (ISDA)] [unadjusted/adjusted]}$.

"Downside Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Initial} - \text{Asset Final}}{\text{Asset Initial}}$$

"Early Laggard" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the lowest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Laggard acting in good faith and in a commercially reasonable manner.

"Early Outperformer" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the highest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Outperformer acting in good faith and in a commercially reasonable manner.

"Early Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}}$$

"Early Performance (Call Spread)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}} - 1$$

"Early Performance (Rolling Lookback)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Lookback}} - 1$$

"Early Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Early} - \text{Asset Initial}}{\text{Asset Initial}}$$

"Enhanced Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W * \text{Upside Performance}$$

"Final Laggard" shall mean the Asset with the lowest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level] as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Laggard acting in

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good faith and in a commercially reasonable manner.

"Final Outperformer" shall mean the Asset with the highest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level], as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Outperformer acting in good faith and in a commercially reasonable manner.

"Final Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Asset Initial}}$$

"Final Performance (Call Spread)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}} - 1$$

"Final Performance (Lookback)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Max} [(\text{Participation} \times \text{Asset Initial}), \text{Observation Level}]}$$

"Final Performance (Temporis)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final} - \text{Asset Lookback}}{\text{Asset Initial}}$$

"Final Valuation Date" means [insert].

"Final Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Final} - \text{Asset Initial}}{\text{Asset Initial}}$$

"Fixed Income Benchmark" shall mean the relevant Rate of Interest specified in Element C20 below.

"Floor" means [●] per cent.

"i" shall mean the corresponding number related to a defined term as specified herein.

"Initial Valuation Date" means [insert].

"Intraday Level" means the intraday level or price of the relevant Asset.

"Interest Payment Date(s)" means [insert].

"Knock-out Level" [means [●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * [●] per cent. * n] [shall mean the level ascribed to the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date], as specified in the table [above/below]: insert table].

"Max" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a

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comma inside those brackets.

"**Min**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**n**" shall mean the corresponding number related to a defined term within the Conditions as specified herein.

"**Observation Days**" means the total number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period].

"**Observation Period**" means [insert].

"**Observation Level**" means [the Opening Level] [the lowest Closing Level observed on each Scheduled Observation Date] [the highest Closing Level observed on each Scheduled Observation Date] [the level of the Asset][the Rate of Interest] observed by the Calculation Agent on the relevant [Initial Valuation Date] [Scheduled Observation Date] at [insert time] [the level of the relevant Asset scheduled to be published by the Inflation Index Sponsor for the Reference Month of [●] where the relevant Asset Class is an Inflation Index].

"**Opening Level**" means the [opening level] [or] [price] of the relevant Asset.

"**Paid Interest**" means, in respect of a N&C Security, the sum of all interest paid in respect of that N&C Security from (and including) the Issue Date to (and including) the immediately preceding Specified Interest Payment Date, if any.

"**Participation**" means [●] per cent.

"**Range Condition**" shall be deemed satisfied in respect of any day if the Asset Level for such day observed by the Calculation Agent is greater than [or equal to] [●] [per cent.] per annum and less than [or equal to] [●] [per cent.] [per annum].

"**Range Days**" means the actual number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period] on which the Range Condition is satisfied.

"**Rate of Interest**" shall mean in[connection with the relevant N&C Coupon Payout] [Insert one of:]

[[●] per cent.] [per annum];

Screen Rate Determination;

ISDA Determination;

Bank of England Base Rate Determination;

(n * [●] per cent.);

[(n * [●] per cent.)] – Paid Interest;

Max(Floor, Min(Cap, Participation * Asset Early [Performance] + [●] per cent.)) [+/- Barrier Return];

$\left([●] \text{ per cent} \times \frac{\text{Range Days}}{\text{Observation Days}} \right)$; or

[the applicable percentage rate specified in the table [above/below]: [insert table].]

"**Scheduled Observation Date**" means [insert date(s)] [each Scheduled Trading Day in the Observation Period].

"**Single Asset**" means a single Asset described in item C.20 below.

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	<p>"Trade Date" means [insert].</p> <p>"Trigger Condition" shall mean [Trigger Condition (European)] [Trigger Condition (American)].</p> <p>"Trigger Condition (American)" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] the Trigger.</p> <p>"Trigger Condition (European)" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] the Trigger.</p> <p>"Trigger" means:</p> <p>(a) where Trigger Condition (European) is applicable:</p> <p style="padding-left: 40px;">[●] per cent.; or</p> <p>(b) where Trigger Condition (American) is applicable:</p> <p style="padding-left: 40px;">Asset Initial * [●] per cent.</p> <p>"Upside Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Asset Final} - (\text{Barrier} * \text{Asset Initial})}{\text{Asset Initial}}$ <p>"Valuation Date" means [specify date(s)] [each Scheduled Trading Day in the Observation Period] [subject to adjustment].</p> <p>"W" means the weighting in respect of the relevant Basket Asset, as specified in the table [above/below]: insert table:</p> <p>"Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:</p>
	<p>$W * \text{Final Performance}$</p> <p>The above provisions are subject to adjustment as provided in the conditions of the N&C Securities to take into account events in relation to the Asset(s) or the N&C Securities. This may lead to adjustments being made to the N&C Securities for the purposes of determining interest amounts payable from time to time or in some cases the N&C Securities being terminated early at an early redemption amount.</p> <p>[The following table sets out illustrative values of the interest amount payable per N&C Security on the relevant Interest Payment Date:</p> <p>[Issue specific summary:</p> <p>[insert table]]</p> <p>Worst Case Scenario: In a worst case scenario the interest amount payable per N&C Security at the Maturity Date will be [●] if [●]</p> <p>These N&C Securities are derivative securities and their value may go down as well as up.</p>
<p>C.19</p>	<p>The final reference price of the underlying</p>

Summary of the Programme

	<p>The Preference Share Value_{final} will be the Preference Share Value on the Final Reference Date as set out in item C.18 above.</p>
<p>C.20</p>	<p>A description of the type of the underlying and where the information of the underlying can be found</p> <p>The underlying for the purposes of determining the amount payable upon redemption, optional redemption or early redemption will be the Preference Shares of the Company specified at item C.18 above.</p> <p>The performance of each Preference Share is linked to the performance of one or more underlying reference item(s) which may include, but will not be limited to, equity indices, inflation indices and/or, baskets of equity indices or inflation indices and which may change over time as a result of performance or other factors. The Preference Share Terms and Conditions will provide that, unless otherwise redeemed or cancelled, the Preference Shares will be redeemable on their final redemption date at a defined amount as determined in accordance with the Preference Share Terms and Conditions.</p> <p>[Issue specific summary:</p> <p><i>The performance of the Preference Shares is determined by reference to the value of [an] / [a basket of] / [equity ind[ex/icies]] / [inflation ind[ex/icies]].</i></p> <p><i>A copy of the Company's constitutional documents and the applicable terms and conditions of the class of Preference Shares (the "Preference Share Terms and Conditions") are available to investors in the N&C Securities on written request (free of charge) from the registered office of the Company at [●] [and from the [Distributor] of the N&C Securities]. Information on the Preference Shares (including past and further performance and volatility) is published on [] or any successor page thereto.]</i></p>

Summary of the Programme

SECTION D – RISKS

Element	
D.2	<p>Key risks regarding the issuer</p> <p>In purchasing N&C Securities, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the N&C Securities. There are a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the N&C Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. However, the Issuer has identified in the Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the N&C Securities, and it considers that the risks identified in the Base Prospectus include all the principal risks of an investment in the N&C Securities. These include:</p> <ul style="list-style-type: none"> • the Group's operating results, financial condition and prospects may be materially impacted by economic conditions in the UK as well as regulatory capital, leverage and liquidity requirements imposed on the Issuer; • the Group's operating results, financial condition and prospects may be negatively affected by conditions in global financial markets; • the Group is subject to liquidity requirements that could limit its operations, and changes to these requirements may further limit and adversely affect the Group's operating results, financial condition and prospects; • the Group's financial results are constantly exposed to market risk. The Group is subject to fluctuations in interest rates and other markets risks, which may materially and adversely affect it; • any reduction in the credit rating assigned to the Group, any member of the Group or to any Group debt securities would be likely to increase the Group's cost of funding, require additional collateral to be placed and adversely affect its interest margins and liquidity position; • the Group operates in a highly regulated environment that imposes costs and significant compliance requirements. Changes in regulations may increase the cost and complexity of doing business, or may disadvantage the Group relative to its competitors. The failure to comply with regulations could subject the Group to sanctions, force it to cease providing certain services, or oblige it to change the scope or nature of its operations; • customers and counterparties that owe the Group money, securities or other assets may default on their obligations to the Group due to bankruptcy, lack of liquidity, operational failure or other reasons; and • the Group's future success depends to a significant degree upon the continued contributions of its key personnel, its ability to recruit, train, retain and motivate personnel, and to ensure that employment contract terms are appropriate.
D.6	<p>Key risks regarding the N&C Securities</p> <ul style="list-style-type: none"> • There are also risks associated with specified types of N&C Securities and with the N&C Securities and the markets generally, including that, unlike a bank deposit, the N&C Securities are not protected by the Financial Services Compensation Scheme ("FSCS") or other government protection scheme. As a result, neither the FSCS nor any other government will pay compensation to an investor in the N&C Securities upon the failure of the Issuer. If the Issuer goes out of business or become insolvent, holders of the N&C Securities may lose all or part of their investment in the N&C Securities;

Summary of the Programme

- investors in N&C Securities may lose up to the entire value of their investment in the N&C Securities as a result of the occurrence of any of (a) the insolvency of the Issuer, (b) investors seeking to sell the N&C Securities prior to their scheduled redemption, (c) a decrease in the value of the Preference Shares to which the N&C Security is linked, and (d) amounts payable being subject to deductions for taxes and/or expenses;
- the N&C Securities represent direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank equally without any preference among themselves with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Issuer;
- the market value and the amount payable on redemption of the N&C Securities may be adversely affected by a number of factors, and the price at which a holder of N&C Securities may be able to sell N&C Securities prior to redemption may be at a substantial discount to the market value of such N&C Securities on the Issue Date. A holder of such N&C Securities may suffer a loss of some or up to all of the entire amount invested on redemption;
- the N&C Securities will have no established trading market when issued, and one may never develop, or the N&C Securities may be illiquid. In such case, investors may not be able to sell their N&C Securities easily or at favourable prices; and
- the N&C Securities will be settled by the Issuer through one or more clearing systems and agents. In addition investors may hold N&C Securities through one or more intermediaries. As a result it may be necessary to enforce rights under the N&C Securities through such indirect holding structure and delays and settlement risk may exist as a result.

Additionally, the risks relating to investment in the N&C Securities depend on their features and may include, *inter alia*, risks relating to (but not limited to) operational/business risk, credit risk, liquidity risk, interest rate risk, regulatory risk, reputational risk, competition risk, unsecured obligations, market risk, emerging market risk, hedging and potential conflicts of interest, tax liabilities, expenses and taxation, third party risk, structural risks relating to particular N&C Securities, including with respect to the preference shares or other reference item(s) (in the case of interest), no claim against the preference shares or other reference item(s) (in the case of interest) to which the N&C Securities relate, exchange rate risks, optional redemption risk, early redemption risk, settlement disruption, settlement risk, possible illiquidity of N&C Securities, equity risk, currency risk, underlying volatility risk, fund risk, failure to deliver due to illiquidity, inflation risk, modification, meetings, market disruption, a requirement to hold a minimum amount of N&C Securities, transfer restrictions, exchange, listing and legal regulation risk, risk arising from Calculation Agent discretion, over-allotment risk, risk relating to the discontinuation or withdrawal of the offer period, risk relating to inventory securities issues prior to their date of purchase and eurosystem eligibility risk.

Risk Warning

Issue Specific Summary:

See D3 above. In addition:

- investors in N&C Securities may lose up to the entire value of their investment in the N&C Securities as a result of the terms of the relevant N&C Securities as invested amounts are subject to the performance of Preference Shares; and
- the Issue Price of the N&C Securities may be more than the market value of such N&C Securities as at the Issue Date, and the price of the N&C Securities in secondary market transactions.

Summary of the Programme

SECTION E – OFFER

Element	
E.2b	<p>Use of proceeds</p> <p>The net proceeds from each issue of N&C Securities will be applied by the Issuer for its general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.</p> <p><i>[Issue specific summary</i></p> <p>The net proceeds from the issue of N&C Securities will be applied by the Issuer [for its general corporate purposes] [and] [<i>specify other</i>]].</p>
E.3	<p>Terms and conditions of the offer:</p> <p>If so specified in the applicable Final Terms, the N&C Securities may be offered to the public in a Non-exempt Offer in one or more specified Non-Exempt Offer jurisdictions.</p> <p>The terms and conditions of each offer of N&C Securities will be determined by agreement between the Issuer and the relevant Dealers at the time of issue and specified in the applicable Final Terms. Offers of the N&C Securities are conditional on their issue. An Investor intending to acquire or acquiring any N&C Securities in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such N&C Securities to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.</p> <p><i>Issue specific summary:</i></p> <p>[Not Applicable - the N&C Securities are not being offered to the public as part of a Non-Exempt Offer]</p> <p>[This issue of N&C Securities is being offered in a Non-exempt Offer in [Ireland/the United Kingdom/<i>specify other</i>].]</p> <p>The issue price of the N&C Securities is 100 per cent. of their nominal amount.</p> <p>[<i>Summarise the terms of any Non-exempt Offer as set out in paragraph 9.5 and section 10 of Part B of the Final Terms</i>]</p>
E.4	<p>Description of any interest of natural and legal persons involved in the issue/offer that is material to the issue/offer including conflicting interests</p> <p>The relevant Dealers may be paid fees in relation to any issue of N&C Securities under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.</p> <p><i>Issue specific summary</i></p> <p>[Other than as mentioned above, [and save for [any fees payable to the Dealer [and any other Authorised Offeror]] [●],] so far as the Issuer is aware, no person involved in the [issue]/[offer] of the N&C Securities has an interest material to the offer, including conflicting interests.][<i>specify other</i>]</p>
E.7	<p>Expenses charged to the investor by the Issuer</p> <p>Not applicable - No expenses will be charged to an investor by the Issuer.</p>

Risk Factors

RISK FACTORS

An investment in the N&C Securities may involve a high degree of risk. In purchasing N&C Securities, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the N&C Securities. There are a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the N&C Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the N&C Securities.

In addition, factors which are material for the purpose of assessing the market risk associated with N&C Securities issued under the Programme are detailed below. The factors discussed below regarding the risks of acquiring or holding any N&C Securities are not exhaustive, and additional risks and uncertainties that are not presently known to the Issuer or that the Issuer currently believes to be immaterial could also have a material impact on the N&C Securities.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Words and expressions defined in the "General Terms and Conditions of the N&C Securities" below or elsewhere in this Base Prospectus have the same meanings in this section.

Contents of the Risk Factors

1. **Key risks with respect to an investment in the N&C Securities**
2. **General risks relating to an investment in the N&C Securities**
3. **Risks associated with the N&C Securities**
4. **Risks associated with N&C Securities where interest amounts are linked to one of more Reference Item(s)**
5. **Risks associated with N&C Securities due to their linkage to the value of Preference Shares**
6. **Risk factors relating to the Issuer and the Group**

1. Key risks with respect to an investment in the N&C Securities

1.1 *Investors in N&C Securities may lose up to the entire value of their investment in the N&C Securities as a result of the occurrence of any one or more of the following events:*

- (a) the Preference Shares perform in such a manner that the final redemption amount and/or optional redemption amount and/or early redemption amount is less than the initial purchase price. The N&C Securities are not "capital protected" and investors may risk losing some or all of their investment if the value of the Preference Shares does not move in the anticipated direction;
- (b) the Issuer of the relevant N&C Securities are subject to insolvency proceedings or some other event impairing their ability to meet its obligations under the N&C Securities;
- (c) the investor seeks to sell the relevant N&C Securities prior to their scheduled redemption, and the sale price of the N&C Securities in the secondary market is less than the purchaser's initial investment; and

Risk Factors

- (d) amounts payable may be subject to deductions for taxes and/or expenses.

1.2 The N&C Securities are unsecured obligations of the Issuer

All N&C Securities will represent direct, unconditional and unsecured obligations of the Issuer. All N&C Securities will rank *pari passu* and without any preference among themselves and subject to any applicable statutory provisions or judicial order, at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer.

1.3 No government or other protection

The N&C Securities issued by Santander UK plc are not savings accounts or deposits of the Issuer or any member of the Santander Group. The N&C Securities are not protected by the UK Financial Services Compensation Scheme or any other government or private protection scheme.

2. General risks relating to an investment in the N&C Securities

2.1 The N&C Securities may not be suitable for all investors

Each potential investor in the N&C Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the N&C Securities, the merits and risks of investing in the N&C Securities and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the N&C Securities and the impact the N&C Securities will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the N&C Securities, including N&C Securities with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisers) the terms of the N&C Securities (including the Preference Shares) and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser and/or other professional advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

2.2 The Issue Price of the N&C Securities may be more than the market value of such N&C Securities as at the Issue Date, and the price of the N&C Securities in secondary market transactions

The Issue Price specified in the relevant Issue Terms in respect of any N&C Securities may be more than the market value of such N&C Securities as at the relevant Issue Date, and the price, if any, at which the relevant Dealer(s) or any other person willing to purchase such N&C Securities in secondary market transactions may be lower than the Issue Price in respect of such N&C Securities. In particular, the Issue Price in respect of any N&C Securities may take into account several types of proceeds, benefits or costs to the Issuer, which may include amounts with respect to inducements, commissions and/or other fees relating to the issue and sale or distribution of such N&C Securities as well as up-front payments or other amounts relating to the hedging of the Issuer's obligations under such N&C Securities. Secondary market prices are likely to exclude such amounts. In addition, pricing models of relevant market participants may differ or produce a different result. Additionally, the N&C Securities are linked to the value of Preference Shares and the performance of the relevant reference item(s) to which the relevant Preference Shares relate (such underlying reference item(s), the "**Preference Share Underlying(s)**") may be such that, as at the Issue Date, the market value of the N&C

Risk Factors

Security is less than the Issue Price. This can cause a difference between the theoretical value of the N&C Securities and any bid and offer prices quoted by the Issuer, any Affiliate or any third party. Such differences may be greater when the N&C Securities are initially traded on any secondary markets and may gradually decline in value during the term of the N&C Securities.

2.3 ***The market value and the amount payable on redemption (including optional redemption and early redemption) of the N&C Securities may be adversely affected by a number of factors, and the price at which a holder of N&C Securities may be able to sell N&C Securities prior to redemption may be at a substantial discount to the market value of such N&C Securities on the Issue Date. A holder of such N&C Securities may suffer a loss of some or all of the entire amount invested on redemption***

(a) *A N&C Security's purchase/offer price may not reflect its inherent value*

Prospective investors in the N&C Securities should be aware that the purchase/offer price of a N&C Security does not necessarily reflect its inherent value. Any difference between a N&C Security's purchase/offer price and its inherent value may be due to a number of different factors including, without limitation, prevailing market conditions and fees, discounts or commissions paid or accorded to the various parties involved in structuring and/or distributing the N&C Securities, where permitted by applicable law. For further information prospective investors should refer to the party from whom they are purchasing the N&C Securities for details of any such commission or fee payment and any potential conflicts of interest before making any purchase of the N&C Securities. Prospective investors may also wish to seek an independent valuation of N&C Securities prior to their purchase.

(b) *Effect of credit ratings of the Issuer*

The value of the N&C Securities is expected to be affected, in part, by investors' general appraisal of the Issuer's creditworthiness. Such perceptions are generally influenced by the ratings accorded to the Issuer's outstanding securities by standard statistical rating services, such as Moody's Investors Service Ltd, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and Fitch Ratings Ltd. A reduction in the rating, if any, accorded to outstanding debt securities of the Issuer by one of these rating agencies could result in a reduction in the trading value of the N&C Securities.

(c) *Effect of the performance of the underlying Preference Shares and the underlying reference item(s) to which the Preference Shares relate*

The N&C Securities represent an investment linked to the economic performance of Preference Shares and investors should note that any return on their investment in such N&C Securities will depend upon the performance of such Preference Shares and, in turn, the Preference Share Underlying(s). Investors should not invest in any N&C Securities if they do not fully understand how the performance of the Preference Shares and the relevant Preference Share Underlying(s) may affect the pay-out and value of the N&C Securities, including (i) the potential to lose all their investment, (ii) any limit on potential profits and (iii) the effects of any provision which increases exposure of the Preference Shares to the movement in price or level of the Preference Share Underlying(s) (sometimes referred to as "leverage").

The amounts payable at redemption in respect of N&C Securities are linked to the performance of the Preference Shares. Accordingly an investor must generally make correct predictions as to the direction, timing and magnitude of an anticipated change in the value of the Preference Shares. However, it is impossible to make such predictions with any degree of certainty, and investors in N&C Securities must be aware that the historical performance of the Preference Share Underlying(s) should not be taken as an indication of future performance of such Preference Shares (or the relevant Preference Share Underlying(s)) during the term of such N&C Security.

(d) *The market value of the N&C Securities at any time is dependent on other matters in addition to the credit risk of the Issuer (if any) and the performance of the Preference Shares*

The market value of the N&C Securities at any time will be affected by a number of factors independent of the creditworthiness of the Issuer (if any) and the performance of the Preference Shares, including:

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- (i) market interest and yield rates;
- (ii) fluctuations in currency exchange rates;
- (iii) liquidity of the N&C Securities and/or of Preference Share Underlying(s) in the secondary market;
- (iv) the time remaining to any redemption date or maturity date;
- (v) the performance of the relevant Reference Item(s) where the interest amount is determined by reference to the performance of such Reference Item(s); and
- (vi) numerous other events (e.g. economic, financial, regulatory, political, terrorist or military events) in one or more jurisdictions, including factors affecting capital markets generally or the stock exchanges on which any of the N&C Securities, the Preference Shares Underlying(s) or other Reference Item(s) may be traded.

The amount(s) which are or may be payable in respect of N&C Securities are typically expected to be but do not have to be greater than the trading price of such N&C Securities at any time prior to redemption. The difference between the trading price and such amount(s) will reflect, among other things, a "time value" for the N&C Securities. The "time value" of the N&C Securities will depend partly upon the length of the period remaining to redemption and expectations concerning the value of the Preference Shares and any other relevant Reference Item(s).

Before selling N&C Securities, holders should carefully consider, among other things, (i) the trading price of the N&C Securities, (ii) the value and volatility of the Preference Shares, the Preference Share Underlying(s) and any other Reference Item(s), (iii) the time remaining to maturity, (iv) the possible range of amounts payable on the N&C Securities, (v) any changes in interim interest rates and dividend yields (if any), (vi) any changes in currency exchange rates, (vii) the depth of the market or liquidity of the Preference Shares and the Preference Share Underlying(s) and (viii) any related transaction costs.

(e) *Current market climate*

Investors should be aware of the global credit market conditions, whereby there may be a general lack of liquidity in the secondary market for many types of instruments, which may include instruments similar to the N&C Securities. Such lack of liquidity may result in investors suffering losses on the N&C Securities in secondary market sales even if there is no decline in the performance of the Preference Shares or the creditworthiness of the Issuer and/or the Group. The Issuer cannot predict when such circumstances may change and whether, if and when they do change, there will be a more liquid market for the N&C Securities at that time.

Certain countries in Europe currently still have large sovereign debts and/or fiscal deficits and this has led to recent uncertainties in the markets as to whether or not the governments of those countries will be able pay in full and on time the amounts due in respect of those debts. These concerns might have led to significant and rapid changes in secondary market prices for sovereign debt of the affected countries (especially Greece, Spain, Portugal, Ireland and Italy) and also to significant and rapid changes in exchange rates, especially with respect to the Euro. Further, the continued concern about the fiscal positions of the governments of the affected countries has also raised concerns regarding the exposures of banks to such countries, especially banks domiciled within Europe. These concerns may lead to such banks being unable to obtain funding in the interbank market, which may cause such banks difficulty in funding their operations and potentially insolvency. If the concerns over sovereign and bank solvency increases, there is a danger that interbank funding may become generally unavailable or available to most banks only at higher interest rates. If this were to happen, investors may suffer market value and/or credit losses in respect of the N&C Securities.

(f) *The market value of N&C Securities may be highly volatile*

The holders of the N&C Securities are exposed to the performance of the Preference Shares and, in the case of variable interest N&C Securities, the Reference Item(s). The price, performance or investment return of the Preference Shares and the Reference Item(s) may be subject to sudden and large unpredictable changes over time and this degree of change is known as "volatility". The volatility of the Preference Shares or the Reference Item(s) may be affected by national and

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international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of the N&C Securities.

- (g) *The market value of N&C Securities and the amount(s) payable on the N&C Securities may be affected due to the application of leverage or reduced exposure in the structure*

Where a formula used to determine the redemption amount for the Preference Shares or the interest amount(s) payable with respect to the N&C Securities contains a multiplier participation rate or leverage factor (whether implicit or explicit) greater than one or 100.00 per cent., then the percentage change in the redemption amount for the Preference Shares or the interest amount that may be payable in respect of the N&C Security may be greater than any positive and/or negative performance of the Preference Shares Underlying(s) or the Reference Item(s). N&C Securities which include such multiplier or leverage factor represent a very speculative and risky form of investment, since any loss in the value of the Reference Item(s) may carry the risk of a correspondingly higher reduction on the amounts payable in respect of the N&C Securities and consequently may negatively impact the market value of the N&C Securities.

Where a formula used to determine the redemption amount for the Preference Shares or the interest amount(s) payable with respect to the N&C Securities contains an explicit or implicit multiplier participation rate or factor of less than one or 100.00 per cent., then the percentage change in the redemption amount for the Preference Shares or the interest amount that may be payable in respect of the N&C Security may be less than any positive and/or negative performance of the Reference Item(s). N&C Securities which include such multiplier or leverage factor may not benefit from the full extent of any gain in the value of the Reference Item(s), since any gain in the value of the Preference Shares Underlying(s) or the Reference Item(s) may carry the risk of a correspondingly lower increase (if any) in the amounts payable in respect of the N&C Securities and consequently may negatively impact the market value of the N&C Securities.

2.4 *Distributor(s)/Introducing Broker Fees*

Investors should note that, in certain circumstances immediately following the issue of the N&C Securities, the secondary market price of the N&C Securities may be less than the Issue Price and/or the offer price for a number of reasons which may include the fact that the Issue Price and/or the offer price included fees or commissions, including fees to be paid to distributor(s) and/or introducing brokers, where permitted by applicable law. See also 2.3(a) above.

2.5 *There may not always be a secondary market for the N&C Securities*

- (a) *The Issuer cannot assure a trading market for the N&C Securities will ever develop or be maintained*

The Issuer may issue N&C Securities in different series with different terms in amounts that are to be determined. Such N&C Securities may be unlisted or listed on a recognised stock exchange and there can be no assurance regarding the ability of N&C Securityholders to sell their N&C Securities or the price at which such holders may be able to sell their N&C Securities. Investors should however, be aware there may be a general lack of liquidity in the secondary market for many types of instruments, which may include instruments similar to the N&C Securities may result in investors suffering losses on N&C Securities in secondary resales even if there is no decline in the performance of the Preference Shares or other relevant Reference Item(s) or of the Issuer. The Issuer cannot predict when market conditions may change and whether, if and when they do change, there will be a more or a less liquid market for the N&C Securities as a result. If a trading market were to develop, the N&C Securities could trade at prices that may be higher or lower than the relevant initial issue price and this may result in a return that is greater or less than any interest or other additional amounts payable in respect of the N&C Securities, depending on many factors, including:

- the Group's financial results;
- any change in the Issuer's creditworthiness;
- the market for similar securities or instruments;

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- the complexity and volatility of the Preference Shares and other relevant Reference Items (for interest only) applicable to any N&C Securities issued under the Programme;
- the Preference Share Underlying(s) and the performance, complexity and volatility of such Preference Share Underlying(s);
- the method of calculating the interest (if any) payable in respect of the N&C Securities;
- the time remaining to the maturity of the N&C Securities;
- the outstanding amount of the N&C Securities; and
- the level, direction and volatility of market interest rates generally.

In addition, the N&C Securities have a more limited trading market and experience more price volatility because they were designed for specific investment objectives or strategies. There may be a limited number of buyers when an investor decides to sell the N&C Securities. This may affect the price an investor receives for such N&C Securities, or the ability of an investor to sell such N&C Securities at all.

Application may be made to list an issue of N&C Securities on a stock exchange, as indicated in the applicable Issue Terms. The fact that the N&C Securities may be listed does not necessarily lead to greater liquidity. No assurance can be given that there will be a market for any N&C Securities. If N&C Securities are not traded on any stock exchange, pricing information for such N&C Securities may be more difficult to obtain, and the liquidity and market prices of such N&C Securities may be adversely affected. The liquidity of the N&C Securities may also be affected by restrictions on offers and sales of N&C Securities in some jurisdictions. N&C Securities may be more difficult to obtain and the liquidity of the N&C Securities may be adversely affected.

The Issuer is not required to maintain the listing on such stock exchange or any other exchange. The price at which the N&C Securities trade on the relevant stock exchange (or any other exchange on which they are traded or quoted) may not reflect the applicable Final Redemption Amount.

Each of the Issuer and any Dealer and any financial intermediary may, but is not obliged to, at any time purchase N&C Securities at any price in the open market or by tender or private treaty. Any N&C Securities so purchased may be held or resold or surrendered for cancellation. A Dealer or any financial intermediary may, but is not obliged to, be a market-maker for an issue of N&C Securities. Even if a Dealer or any financial intermediary is a market-maker for an issue of N&C Securities, the secondary market for such N&C Securities may be limited. To the extent that an issue of N&C Securities becomes illiquid, an investor may have to await redemption of such N&C Securities to realise their value.

There may be less liquidity in the secondary market for the N&C Securities also if they are exclusively offered to retail investors without any offer to institutional investors.

- (b) *An active secondary market in respect of the N&C Securities may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his N&C Securities*

N&C Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their N&C Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for the N&C Securities which may be especially sensitive to interest rate or market risks or are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. As such, the N&C Securities generally would have a more limited secondary market and more price volatility than conventional securities.

Each of the Issuer and any Dealer may, but is not obliged to, at any time purchase N&C Securities at any price in the open market or by tender or private treaty. Any N&C Securities so purchased may be held or resold or surrendered for cancellation. A Dealer may, but is not obliged to, be a market maker for an issue of N&C Securities. Even if a Dealer is a

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market-maker for an issue of N&C Securities, the secondary market for such N&C Securities may be limited. In addition, affiliates of the Issuer (including, if applicable, any Dealer) may purchase N&C Securities at the time of their initial distribution and from time to time thereafter.

- (c) *The N&C Securities are subject to selling and transfer restrictions that may be affected by the existence and liquidity of any secondary market in the N&C Securities*

The N&C Securities have not been, and will not be, registered under the Securities Act or any other securities laws. Accordingly, the Securities are subject to certain restrictions on the resale and other transfer thereof as set forth under "Subscription and Sale". As a result of such restrictions, the Issuer cannot be certain of the existence of a secondary market for the N&C Securities or the liquidity of such market if one develops. Consequently, a N&C Securityholder must be able to bear the economic risk of an investment in such N&C Securities for an indefinite period of time.

- 2.6 ***There may be price discrepancies with respect to the N&C Securities as between various dealers or other purchasers in the secondary market***

If at any time a third party dealer quotes a price to purchase N&C Securities or otherwise values N&C Securities, that price may be significantly different (higher or lower) from any price quoted by any member of the Santander Group. Furthermore, if any N&C Securityholder sells their N&C Securities, the N&C Securityholder will likely be charged a commission for secondary market transactions, or the price may reflect a dealer discount.

- 2.7 ***The N&C Securities may be redeemed prior to their scheduled maturity***

In certain circumstances, the Early Redemption Amount payable on the early redemption of a N&C Security prior to its scheduled maturity may be less than its original purchase price and could be as low as zero. In addition, no amount of interest is payable on early redemption unless the relevant Interest Payment Date has then occurred and the relevant interest has not already been paid.

Following early redemption of N&C Securities, the holders of such N&C Securities may not be able to reinvest the redemption proceeds (if any) at an effective interest rate as high as any interest rate or yield (if any) on the N&C Securities and may only be able to do so at a significantly lower rate. Investors in N&C Securities should consider such reinvestment risk in light of other investments available at that time.

N&C Securities may be redeemed early for a number of reasons, including any of the following reasons:

- (i) the exercise by the Issuer of a call option, if specified to be applicable in the relevant Issue Terms;
- (ii) the occurrence of certain events or other circumstances in relation to a Reference Item relevant to the determination of the interest amount(s) payable from time to time, at the discretion of the Calculation Agent;
- (iii) in certain circumstances where the Issuer determines that it will be obliged to account for any present or future taxes, duties, assessments or governmental charges (see N&C Security Condition 6.3 (Redemption for tax reasons));
- (iv) the receipt by the Issuer of a notice of early redemption of the Preference Shares from the issuer of the Preference Shares for any reason other than a related financial product being subject to early redemption (see N&C Security Condition 6.4(a));
- (v) the Calculation Agent determines that there is a disruption in the hedging activities of the Issuer or any other entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the N&C Securities (see N&C Security Condition 6.4(c)); or
- (vi) following an Event of Default (see N&C Security Condition 9 (Events of Default)).

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N&C Securities will be redeemed early if the Calculation Agent determines that the performance of the obligations of the Issuer under the N&C Securities, or any arrangement made to hedge the Issuer's obligations under the N&C Securities, has or will become unlawful, illegal or otherwise prohibited in whole or in part (see N&C Security Condition 6.4(b)).

With regard to the exercise by the Issuer of a call option, see risk factor 3.2 below.

2.8 *Rating Agency Credit Ratings*

(a) *Use of credit ratings assigned to the Issuer*

The long-term and short-term issuer credit ratings of the Issuer are provided in this Base Prospectus for information purposes only. Investors should note that a credit rating assigned to the Issuer may not reflect the potential impact of all of the risks related to the structure, market, type of return or suitability of the N&C Securities as an investment but may affect the value of the N&C Securities. Any rating agency may lower its ratings or withdraw its rating if, in the sole judgement of the rating agency, the credit quality of the Issuer has declined or is in question. In addition, at any time any rating agency may revise its relevant rating methodology with the result that, amongst other things, any rating assigned to the Issuer may be lowered. If any rating assigned to the Issuer is lowered or withdrawn, the secondary market value of any N&C Securities may reduce. A rating is not a recommendation to buy, sell or hold any N&C Securities and may be subject to suspension or withdrawal (or, as noted above, revision) at any time. Each rating agency may have different criteria for evaluating risk, and therefore each rating should be evaluated independently of any other rating.

(b) *Use of credit ratings assigned to a particular series of N&C Securities - European regulated investors and the CRA Regulation*

One or more independent credit rating agencies may also assign credit ratings to a particular Series of N&C Securities. In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings is set out in the Summary section of this Base Prospectus and may be disclosed in the Issue Terms.

The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out in this Base Prospectus. Moody's, Fitch and S&P are each established in the European Union and are each registered under the CRA Regulation. As such Moody's, Fitch and S&P are included in the list of the credit rating agencies published by the ESMA on its website in accordance with the CRA Regulation.

(c) *Credit ratings assigned to the Issuer or any N&C Securities may not reflect all the risks associated with an investment in those N&C Securities*

Any credit rating assigned to the Issuer or a Series of N&C Securities may not reflect the potential impact of all risks related to structure, market or additional factors discussed above, and other factors that may affect the value of those N&C Securities. A reduction in the rating, if any, accorded to outstanding debt securities of the Issuer could result in a reduction in the trading value of the N&C Securities. The credit rating agencies may have different rating methodologies, criteria, models and requirements from one another. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, reduced, suspended, qualified or withdrawn by the rating agency at any time.

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2.9 *Market Disruption Event and Disrupted Day*

If an issue of N&C Securities or the related Preference Shares include provisions dealing with the occurrence of a market disruption event or a failure to open of an exchange or related exchange on a valuation date or an averaging date and the relevant calculation agent determines that a market disruption event or such failure has occurred or exists on a valuation date or an averaging date, any consequential postponement of the valuation date or averaging date or any alternative provisions for valuation provided in any N&C Securities or the related Preference Shares may have an adverse effect on the amount(s) payable in respect of the N&C Securities or the related Preference Shares and, consequently, the value of such N&C Securities.

2.10 *Potential conflicts of interest*

(a) *Role of Santander UK*

Santander UK may be acting in a number of capacities (e.g. Calculation Agent, Issuer and Dealer) in connection with the transactions described in this Base Prospectus. Santander UK, acting in such capacities in connection with such transactions, shall have only the duties and responsibilities expressly agreed to by it in its relevant capacity and shall not, by virtue of its acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Santander UK, in its various capacities in connection with the contemplated transactions, may enter into business dealings, including the acquisition of investment securities as contemplated by its constitutional and other corporate documents, from which it may derive revenues and profits in addition to the fees, if any, stated in its constitutional and other corporate documents, without any duty to account therefor.

In the ordinary course of its business, including without limitation in connection with its market making activities, the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in any Preference Shares, the relevant Preference Share Underlying(s), other Reference Item(s) or related derivatives. In addition, in connection with the offering of any N&C Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to any Preference Shares, the relevant Preference Share Underlying(s), other Reference Item(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in any Preference Shares, the relevant Preference Share Underlying(s), other Reference Item(s) or related derivatives which may affect the market price, liquidity or value of the relevant N&C Securities (including any interest amounts payable thereon) and which could be deemed to be adverse to the interests of the relevant N&C Securityholders. Such transactions could present certain conflicts of interest with the interest of holders and may affect the value of the N&C Securities.

There is no limitation or restriction on Santander UK, or any of its respective Affiliates, with regard to acting as adviser (or in a similar role) to other parties or persons. This and other future activities of Santander UK and/or its Affiliates may give rise to additional potential conflicts of interest.

Santander UK in its capacity as Issuer and any Dealer may at the date hereof or at any time hereafter, be in possession of information in relation to Preference Shares, the relevant Preference Share Underlying(s) and/or other Reference Item(s) that is or may be material in the context of the N&C Securities and may or may not be publicly available to N&C Securityholders. There is no obligation on the Issuer or any Dealer to disclose to N&C Securityholders any such information.

Where the N&C Securities, or arrangements linked thereto, are offered to the public, as the Dealer(s) and any distributors act pursuant to a mandate granted by the Issuer and they receive fees on the basis of the services performed and the outcome of the placement of the N&C Securities, or arrangements linked thereto, potential conflicts of interest could arise.

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- (b) *There may be potential conflicts of interests if intermediaries are appointed in connection with the offer or placement of the N&C Securities*

Given that the intermediaries appointed from time to time as distributors and the other entities acting in connection with the offer or placement of the N&C Securities act in their institutional capacity pursuant to a mandate granted by the Issuer and receive fees on the basis of the placement activity carried out and its outcome, such intermediaries generally act in a situation that may give rise to a potential conflict of interest.

To the extent permitted by applicable law, if any commissions or fees relating to the issue and sale of the N&C Securities have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive, or as otherwise may apply in any non-EEA jurisdictions. Investors in N&C Securities through an intermediary (including by way of introducing broker) should be aware that the existence of commissions that may be payable to such intermediary in respect of the N&C Securities to the extent permitted by applicable law may give rise to conflicts of interest, as an intermediary may be interested in selling to tax its customers primarily N&C Securities where it receives the highest commissions. Investors should request details of any such commission or fee payment from such intermediary and any potential conflicts of interest before making any purchase of N&C Securities.

2.11 *Calculation Agent's discretion*

The Calculation Agent (which will likely be Santander UK or an affiliate of Santander UK) has a very broad discretionary authority to make various determinations and adjustments under the N&C Securities, any of which may have an adverse effect on the value and/or the interest amounts payable under the N&C Securities. For example, the Calculation Agent has a broad discretion to, without limitation, (i) determine whether a Disrupted Day, Index Adjustment Event, Extraordinary Event and/or any other event and/or matters so specified in the Conditions has occurred, (ii) determine any resulting adjustments and calculations as described in the Conditions and (iii) make determinations in respect of any other matters as may be specified in the applicable Issue Terms. Prospective purchasers should be aware that any determinations made by the Calculation Agent may have an impact on the value and financial return of the N&C Securities. Any such discretion exercised by, or any calculation made by, the Calculation Agent (in the absence of manifest error) shall be binding on the Issuer and all holders of the N&C Securities. A calculation agent (which will likely be Santander UK or an affiliate of Santander UK) has comparable discretion, in respect of the Preference Shares which may in turn affect the value of the N&C Securities.

2.12 *The Conditions of the N&C Securities contain provisions which may permit their modification without the consent of all investors*

The General Terms and Conditions of the N&C Securities contain provisions for calling meetings of N&C Securityholders to consider matters affecting their interests generally including, without limitation, modifications of certain provisions of the relevant N&C Securities or Coupons or the Agency Agreement (as the case may be). The meetings provisions permit defined majorities (as set out in N&C Security Condition 15 (Meetings of N&C Securityholders and Modifications)) to bind all N&C Securityholders including N&C Securityholders who did not attend and vote at the relevant meeting and N&C Securityholders who voted in a manner contrary to the majority.

The General Terms and Conditions of the N&C Securities also provide that the Issuer may, without the consent of N&C Securityholders, agree to:

- (i) certain modifications of the N&C Securities, including:
 - (A) any modification of the provisions of the N&C Securities, the Coupons or the Agency Agreement which is not prejudicial to the interests of the N&C Securityholders; or
 - (B) any modification of any of the provisions of the Conditions, the N&C Securities, the Coupons or the Agency Agreement (as the case may be) which is of a formal, minor or technical nature or is made to

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correct a manifest or proven error or is made to correct an error, ambiguity or omission such that, in the absence of such correction, the terms of the N&C Securities would not otherwise represent the intended terms of the N&C Securities on which the N&C Securities were sold and have since traded or is to comply with mandatory provisions of applicable law; or

- (ii) the substitution of another company as principal debtor under any N&C Securities in place of the Issuer, in certain circumstances.

2.13 *Potential investors should consider certain legal and tax consequences of investing in the N&C Securities*

(a) *Characterisation of the N&C Securities*

The appropriate characterisation of the N&C Securities under various legal investment restrictions, and thus the ability of potential investors subject to those restrictions to purchase the N&C Securities, may be subject to significant interpretative uncertainties. No representation is made as to the proper characterisation of the N&C Securities for legal investment purposes, or for risk-weighting, securities valuation, regulatory, accounting or other financial institution regulatory regimes of any regulatory body. Potential investors should consult with their own legal advisers in determining whether, and to what extent, the N&C Securities will constitute legal investments for them and the consequences of such an investment.

The Issuer and/or its Affiliates cannot advise on the appropriate accounting treatment or possible tax consequences of an indicative transaction. Prior to purchasing the N&C Securities, a potential investor should discuss with its professional advisers how such purchase would or could affect them. Potential investors with any questions regarding the impact of an investment in the N&C Securities on their tax position should consult their tax adviser. Neither the Issuer nor any of its affiliates provides tax or legal advice.

The N&C Securities will not have the benefit of a gross-up provision in respect of withholding taxes. N&C Securityholders will bear the risk of the imposition of any deduction or withholding with respect to payments made under the N&C Securities.

(b) *Taxation and Expenses*

Potential purchasers and sellers of N&C Securities should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the N&C Securities are transferred. N&C Securityholders are subject to the provisions of the Conditions and payment of any amount due in respect of the N&C Securities will be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

It is not possible to predict whether the tax regime on the basis of which the net values relating to any amount payable to investors pursuant to the N&C Securities applicable as at the date of publication of the specific Issue Terms may be amended during the life of the N&C Securities, nor can it be excluded that, in case of amendments, the net values indicated with respect to the Securities may differ, even substantially, from those which will effectively apply to the N&C Securities as at the various payment dates, as indicated in the relevant Issue Terms.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

(c) *Tax treatment of the N&C Securities*

The United Kingdom tax treatment of the N&C Securities for N&C Securityholders depends on their individual circumstances, and prospective Noteholders should seek their own professional advice.

The United Kingdom tax treatment of the N&C Securities for Noteholders may also change during the period between their issue and the date on which they are sold, redeemed or otherwise realise value. Such change may be in the form of new

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legislation or amendments to existing legislation, decisions of the tribunals or courts or changes in HM Revenue & Customs practice, and in each case may affect N&C Securities already in issue and can otherwise be with retrospective effect. Accordingly, the United Kingdom tax treatment of the N&C Securities for N&C Securityholders may be more onerous than was envisaged at the time when a decision to subscribe for the N&C Securities was taken and, as a consequence, the proceeds received and retained by investors after the application of applicable taxes may be less than N&C Securityholders envisage at the time of purchasing the N&C Securities.

(d) *U.S. Dividend Equivalent Withholding*

Section 871(m) of the U.S. Internal Revenue Code of 1986 (the **Code**) causes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments, **Specified N&C Securities**). If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation---U.S. Dividend Equivalent Withholding*".

For purposes of withholding under the U.S. Foreign Account Tax Compliance Act, commonly known as FATCA, Specified N&C Securities are subject to a different grandfathering rule than other N&C Securities. Prospective investors should refer to the section "*Taxation---Foreign Account Tax Compliance Act*".

(e) *Local transfer tax and other taxes*

French Financial Transaction Tax

Pursuant to the Article 235 *ter* ZD of the French Tax Code, acquisitions for consideration of equity securities in the meaning of Article L 212-1 A of the French Monetary and Financial Code or similar instruments in the meaning of Article L 211-41 of the French Monetary and Financial Code, admitted to trading on a French, European or foreign regulated market within the meaning of Articles L 421-4, L 422-1 or L 423-1 of the French Monetary and Financial Code and issued by a company having its head office in France and a market capitalisation in excess of 1 billion are subject to the French financial transactions tax (the "**French Qualifying Shares**"), levied at the rate of 0.2% (the "**French Financial Transaction Tax**"). The French Financial Transaction Tax also applies to acquisitions of securities issued by an issuer whose head office is not in France when these securities represent French Qualifying Shares (e.g. depositary receipts).

Italian Financial Transaction Tax

Pursuant to Article 1 (491 *et seq*) of Law No. 228 of 24 December 2012, an Italian financial transaction tax (the "**IFTT**") applies to (i) transfers of property rights in shares and other participating securities issued by Italian resident companies (together, "**Relevant Participating Instruments**"); (ii) transfers of property rights in financial instruments representing any such Relevant Participating Instruments, whether or not such financial instruments are issued by Italian resident issuers (such financial instruments, together with the Relevant Participating Instruments the "**Relevant Instruments**"); and (iii) derivative transactions referencing Relevant Instruments (i.e. derivative transactions having an underlying mainly represented by one or more of the Relevant Instruments or whose value is mainly linked to the Relevant Instruments) including securitised derivatives referencing Relevant Instruments (for example warrants, covered warrants and certificates) whether issued by Italian resident issuers or not.

The IFTT is due by the party acquiring ownership of the Relevant Instruments, regardless of the residence of the parties and/or where the transaction is entered into. It applies at a rate of 0.2% reduced to 0.1% if the transaction is executed on a regulated market or a multilateral trading system of a EU or EEA Member State exchanging information with the Italian tax authorities. The taxable base is the "transaction value" (i.e. the consideration agreed between the parties). However, if at the same date, a subject carries on a number of transactions involving the same instruments, the taxable base is computed based on the net balance of these transactions.

With respect to derivative transactions referencing Relevant Instruments including securitised derivatives the IFTT applies regardless of the tax residence of both the counterparties of the transactions (*ciascuna delle controparti delle operazioni*) and/or where the transaction is executed. The IFTT is levied at a fixed amount of between EUR 0.01875 and EUR 200 per transaction that will vary depending on the features and the notional value of the securitised derivatives. A reduced IFTT

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(one fifth of the standard rate) will be payable in respect of transactions executed on regulated markets or multilateral trading facilities of EU Member States and of the EEA that are included in the list set out by the Ministerial Decree issued pursuant to Article 168-bis of TUIR.

However the IFTT does not apply where one of the parties to the transaction is the European Union, the European Central Bank ("**ECB**"), central banks of the EU Member States, foreign Central Banks or entities which manage the official reserves of a foreign State, or international bodies or entities set up in accordance with international agreements which have entered into force in Italy. Further specific exemptions exist including, *inter alia*, for (i) subjects who carry on market making activities; (ii) mandatory social security entities and pension funds set up according to Legislative Decree No. 252 of 5 December 2005; and (iii) entities merely interposed in the execution of a transaction.

The IFTT shall be generally levied by the banks and other financial intermediaries (the "**Intermediaries**") that are involved, in any way, in the execution of the transaction and subsequently paid to the Italian Revenue. If more than one Intermediary is involved in the execution of the transaction, the IFTT is levied by the Intermediary who receives the order of execution from the purchaser of the Relevant Instruments or, in the case of derivative transaction or securitised derivative referencing a Relevant Instrument, from the counterparty to or purchaser of such derivative. Intermediaries not resident in Italy can appoint an Italian representative for the purposes of the IFTT. If no Intermediaries are involved in the execution of the transaction, the IFTT must be paid by each relevant party to the transaction themselves.

The return on Securities may be affected by the application of these taxes depending on the Reference Item(s) selected. Investors that are unsure about the implications of such taxes as they relate to the applicable Securities should seek professional advice.

The return on N&C Securities may be affected by the application of these taxes depending on the Preference Shares and/or Reference Item(s) selected. Investors that are unsure about the implications of such taxes as they relate to the applicable N&C Securities should seek professional advice.

(f) *The proposed EU financial transactions tax*

On 14 February 2013, the European Commission issued proposals including a draft Directive (the "**Commission's Proposal**") for a financial transactions tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, although Estonia has since stated that it will not participate). If the Commission's Proposal is adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

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

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions if it is adopted based on the Commission's Proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the Issuer's hedging arrangements or the purchase or sale of securities. The Preference Shares may provide for certain adjustments or action to be taken to account for such circumstances and therefore this may result in investors receiving less than expected in respect of the N&C Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the N&C Securities (including secondary market transactions) if conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax, and the time when it will be implemented, is uncertain. Additional EU Member States may decide to participate.

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(g) *No additional amounts will be payable*

The Issuer will not pay any additional amounts in connection with any payments to be made under the N&C Securities as a result of any withholding or deduction required by law.

2.14 ***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) N&C Securities are legal investments for it, (2) N&C Securities can be used as collateral for various types of borrowing, and (3) other restrictions apply to its purchase or pledge of any N&C Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of N&C Securities under any applicable risk-based capital or similar rules.

2.15 ***Hedging***

In connection with the offering of the N&C Securities, the Issuer and/or any of its affiliates or other parties may enter into one or more hedging transactions with respect to the Preference Shares, the Preference Share Underlying(s) or such other Reference Item(s) to which payments under the N&C Securities are related. In connection with such hedging activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates or other parties, the Issuer and/or any of its affiliates or other parties may enter into transactions in the Preference Shares, Reference Item(s) or related derivatives which may affect the market price, liquidity or value of the N&C Securities and which could be deemed to be adverse to the interest of the relevant N&C Securityholders.

It may not be possible to use the N&C Securities as a perfect hedge against the market risk associated with investing in a Reference Item. Prospective purchasers intending to purchase N&C Securities to hedge against the market risk associated with investing in a Reference Item should recognise the complexities of utilising N&C Securities in this manner. For example, the value of the N&C Securities may not exactly correlate with the value of the Reference Item. Due to fluctuating supply and demand for the N&C Securities, there is no assurance that their value will correlate with movements of the Reference Item. For these reasons, among others, it may not be possible to purchase or liquidate N&C Securities in a portfolio at the prices used to calculate the value of any Reference Item. Please see also the Risk Factor entitled "*Potential conflicts of interest*" above.

2.16 ***Postponement or alternative provisions for the valuation of a Reference Item or the underlying reference asset for the related Preference Shares may have an adverse effect on the amounts payable in respect of the N&C Securities and the value of the N&C Securities***

An issue of N&C Securities or the related Preference Shares may provide that if any scheduled valuation date (including an averaging date) (i) falls on a day which is not a scheduled trading day or any other day which is subject to adjustment in accordance with the terms and conditions of the relevant N&C Securities or Preference Shares and/or (ii) falls on a day in respect of which a disruption or similar event has occurred and is continuing in respect of the Reference Item or Preference Share Underlying(s) which affects the valuation of such Reference Item or Preference Share Underlying(s), the relevant calculation agent has broad discretion to make any consequential postponement of, or any alternative provisions for, valuation of such Reference Item or Preference Share Underlying(s) provided in the terms and conditions of the N&C Securities or Preference Shares, including a determination of the value of such Reference Item Preference Share Underlying(s) by the Calculation Agent in its discretion, each of which may have an adverse effect on the value of the N&C Securities or Preference Shares.

2.17 ***Emerging Markets Risks***

Where the determination of interest amounts in respect of the N&C Securities relate to Reference Items associated with, or denominated in the currencies of, emerging market countries, or the Preference Share Underlying(s) are associated with, or denominated in the currencies of, emerging market countries, investors should note that the risk of the occurrence of and the severity of the consequences of the matters described herein may be greater than they would otherwise be in relation to more developed countries. Emerging markets jurisdictions may be characterised as politically unstable and/or lacking a

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stable and fully developed economy and financial system and/or lacking in established rule of law. Emerging markets investments generally have greater risks than those from developed jurisdictions including political risk, economic risk, currency risk, market risk, regulatory/legal risk and shareholder risk as further described below:

- *Political risk:* The relative instability of political systems of emerging markets jurisdictions may leave them more vulnerable to public unrest and instability. Such circumstances, in turn, could lead to a reversal of some or all economic or political reform including such policies as confiscatory taxation, exchange controls or expropriation of foreign-owned assets without adequate compensation. Any such policies could have an adverse effect on the value of the Reference Item(s) or the Preference Share Underlying(s) and, in turn, the relevant N&C Securities.
- *Economic risk:* Businesses and governments of emerging markets jurisdictions may be relatively inexperienced in dealing with difficult market conditions (such as the on-going global recession) and may have a limited capital base from which to borrow funds. In addition, an emerging markets jurisdiction may lack a developed banking sector and its financial institutions may not be adequately regulated. These factors, among other economic issues, could affect the functioning of the economy and have a corresponding adverse effect on the performance of the Reference Item(s) or the Preference Share Underlying(s) and, in turn, the relevant N&C Securities.
- *Currency risk:* Reference Item(s), the Preference Share Underlying(s) or N&C Securities denominated in the currencies of emerging markets jurisdictions may be subject to greater volatility and possibly the suspension of the ability to exchange or transfer currency, or the devaluation of the currency.
- *Market risk:* The financial systems and markets of emerging markets jurisdictions may lack the level of transparency and liquidity found in more developed markets. As a result, such markets may suffer from extreme price volatility, price discrepancies and lack of liquidity. Any such circumstances or events may have an adverse effect on the performance of the Reference Item(s) or the Preference Share Underlying(s) and, in turn, the relevant N&C Securities.
- *Regulatory/Legal risk:* In emerging markets jurisdictions there may be less government regulation of business and industry practices, stock exchanges, over-the-counter markets and market participants than in more developed countries. Legislation to safeguard the rights of private ownership and to prevent stock market manipulation may not be fully developed and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be subject to change with retroactive effect. The holder of a Reference Item or Preference Share Underlying(s) of an emerging markets jurisdiction may not be able to pursue legal remedies in the courts of such jurisdictions. Any such circumstances or events may have an adverse effect on the performance of the Reference Item(s) or the Preference Share Underlying(s) and, in turn, the relevant N&C Securities.

2.18 *Discontinuation or withdrawal of offer period*

Unless otherwise specified in the applicable Issue Terms, the offer period in relation to any N&C Securities may be discontinued at any time.

In addition under certain circumstances indicated in the applicable Issue Terms, the Issuer and/or the other entities indicated in the Issue Terms will have the right to withdraw or revoke the offer, and the offer will be deemed to be null and void according to the terms indicated in the applicable Issue Terms. In such case, any amounts segregated by a distributor or financial intermediary as intended payment of the offer price by an investor will be released to the relevant investor by the distributor or financial intermediary but may or may not accrue interest depending on the agreements between the investor and the relevant distributor or financial intermediary or depending on the policies applied by the distributor or financial intermediary in this regard. In these circumstances, there may also be a time lag in the release of any such amounts and, unless otherwise agreed with the relevant distributor or financial intermediary, no amount will be payable as compensation and the investor may be subject to reinvestment risk.

Unless otherwise provided in the applicable Issue Terms, the Issuer and/or the other entities specified in the applicable Issue Terms may terminate the offer early by immediate suspension of the acceptance of further subscription requests. Any such termination may occur even where the maximum amount for subscription in relation to that offer (as specified in the

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applicable Issue Terms), has not been reached. In such circumstances, the early closing of the offer may have an impact on the aggregate number of N&C Securities issued and, therefore, may have an adverse effect on the liquidity of the N&C Securities.

Furthermore, under certain circumstances, the Issuer and/or the other entities indicated in the applicable Issue Terms will have the right to postpone the originally designated Issue Date. For the avoidance of doubt, this right applies also in the event that the Issuer publishes a supplement to this Base Prospectus in accordance with the provisions of the Prospectus Directive. In the event that the issue date is so delayed, no compensation or amount in respect of interest shall be payable or otherwise accrue in relation to such N&C Securities unless otherwise agreed between the investor and the relevant distributor or the policies of the distributor or financial intermediary so provide.

2.19 *Over-issuance of N&C Securities by the Issuer*

As part of its issuing, market-making and/or trading arrangements, the Issuer may issue more N&C Securities than those which are to be subscribed or purchased by third party investors. The Issuer (or any of its affiliates) may hold such N&C Securities for the purpose of meeting any investor interest in the future. Prospective investors in the N&C Securities should therefore not regard the issue size of any Series as indicative of the depth or liquidity of the market for such Series, or of the demand for such Series.

2.20 *Post-issuance information*

Unless otherwise specified in the applicable Issue Terms and save as required by any applicable laws and regulations, the Issuer will not provide post-issuance information in relation to the N&C Securities, any Reference Item or the Preference Shares.

2.21 *Risks relating to Inventory N&C Securities which have been issued prior to the date of their purchase*

In the case of N&C Securities which have been issued prior to the date of their purchase and which the Dealer has been holding from time to time on its own account ("**Inventory N&C Securities**"), the disclosure in relation to the Reference Item(s) (if any) or Preference Shares to which the relevant Inventory N&C Securities may be linked as set forth in the Issue Terms will have been extracted by the Issuer from publicly available sources but will not have been prepared by, or on behalf of, and will not have been verified by, or on behalf of, the Issuer, the Dealer or any other member of the Santander Group, each of which will have disclaimed any responsibility for such information. Such information may be out of date and none of the Issuer, the Dealer or any other member of the Santander Group shall provide any updated information in relation to the Reference Item(s) (if any) or Preference Share(s). If there has been any change in the Reference Item(s) (if any) or Preference Shares since the date of the Issue Terms, this may have an adverse effect on the pay-out and/or value of the relevant Inventory N&C Securities. Furthermore, any change in the situation or condition of the Issuer since the date of the Issue Terms will not be disclosed and may have an adverse effect on the value of the relevant Inventory N&C Securities.

2.22 *If an investor holds N&C Securities which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any N&C Securities could result in an investor not receiving payments on those N&C Securities*

The Issuer will pay principal, interest and other amounts on the N&C Securities in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the N&C Securities, (2) the Investor's Currency equivalent value of the principal payable on the N&C Securities, and (3) the Investor's Currency equivalent market value of the N&C Securities.

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Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the N&C Securities. As a result, investors may receive less interest or principal than expected, or no interest or principal.

2.23 *The Issuer may rely on third parties and the N&C Securityholders may be adversely affected if such third parties fail to perform their obligations*

The Issuer may be a party to contracts with a number of other third parties that have agreed to perform services in relation to the N&C Securities. For example, the Paying Agents have agreed to perform services in connection with the N&C Securities; and Euroclear and Clearstream, Luxembourg have, in respect of N&C Securities in global form deposited with them ("**Global N&C Securities**"), agreed, *inter alia*, to accept such Global N&C Securities as eligible for settlement and to properly service the same, and to maintain up-to-date records in respect of the total amount or number outstanding of such Global N&C Securities. In the event that any relevant third party was to fail to perform its obligations under the respective agreements to which it is a party, the N&C Securityholders may be adversely affected.

3. Risks associated with the N&C Securities

3.1 *Settlement risks and risk of capital loss*

The Issuer will redeem N&C Securities by payment of a cash amount ("**Cash-Settled N&C Securities**"). In certain circumstances, the cash amount payable on Cash-Settled N&C Securities on redemption of such N&C Securities (whether at maturity or otherwise) may be less than the principal amount of the N&C Securities together with any accrued interest and may in certain circumstances be zero.

3.2 *The inclusion of an Issuer call option in respect of N&C Securities will generally mean that (a) the holder will not be able to participate in any future upside performance of the Preference Shares (had they remained outstanding) and in turn the Preference Share Underlying following the effective date of the Issuer call option, (b) the market value of the N&C Securities may be limited and (c) if the call option is exercised, the holder may not be able to reinvest the proceeds at an effective interest rate as high as any interest rate or rate of return on the N&C Securities*

If the applicable Issue Terms specify that the N&C Securities are redeemable at the option of the Issuer, the Issuer may redeem such N&C Securities at times when the prevailing interest rates may be relatively low. As a consequence, the yields (if any) received upon redemption may be lower than expected, and the redeemed face amount of the N&C Securities may be lower than the purchase price for the N&C Securities paid by the N&C Securityholder. As a consequence, part of the capital invested by the N&C Securityholder may be lost, so that the N&C Securityholder in such case would not receive the total amount of the capital invested. Accordingly, an investor generally will not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate, if applicable, as high as that of the N&C Securities. Furthermore, during any period when the Issuer may elect to redeem the N&C Securities, the market value of those N&C Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

N&C Securities may also be redeemed early at the applicable Early Redemption Amount where an early redemption event occurs. The Early Redemption Amount in respect of each N&C Security may be less than the nominal amount or unit issue price of each N&C Security. Following any such early redemptions, an investor generally would not be able to reinvest the redemption proceeds at any effective interest rate as high as the interest rate on the relevant N&C Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. Moreover, each interest-bearing N&C Security may cease to bear interest from the interest payment date immediately preceding the date of occurrence of the event giving rise to early redemption of the N&C Securities.

3.3 *The yield to maturity of the N&C Securities may be adversely affected by redemptions by the Issuer*

The yield to maturity of each series of N&C Securities may depend on: (i) the amount and timing of the repayment of principal on the N&C Securities or periodic payments, if any, on the N&C Securities; and (ii) the price paid by the N&C

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Securityholders of each series. The yield to maturity of the N&C Securities may be adversely affected where such amounts paid by the Issuer to the N&C Securityholders, in accordance with their terms, are lower than anticipated.

3.4 *Euro-system Eligibility in relation to N&C Securities*

The ECB maintains and publishes a list of assets which are recognised as eligible collateral for Eurosystem monetary and intra-day credit operations. In certain circumstances, recognition may impact on (among other things) the liquidity of the reference items. Recognition (and inclusion on the list) is at the discretion of the Eurosystem and is dependent upon satisfaction of certain Eurosystem eligibility criteria and rules. If application is made to the European Control Board for any N&C Securities to be recognised and added to the list of eligible assets, there can be no assurance that such N&C Securities will be so recognised, or, if they are recognised, that they will continue to be recognised at all times during their life. None of the Issuer, any Dealer, the Book-Entry Depository or any agent makes any representation or warranty as to the eligibility of any N&C Security for the Eurosystem.

3.5 *Investors who hold less than the minimum Specified Denomination may be unable to sell their N&C Securities and may be adversely affected if definitive N&C Securities are subsequently required to be issued*

In relation to any issue of N&C Securities which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such N&C Securities may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of N&C Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time, may not receive definitive N&C Securities in respect of such holding (should definitive N&C Securities be printed) and would need to purchase a principal amount of N&C Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such N&C Securities in definitive form are issued, holders should be aware that definitive N&C Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

3.6 *Certain Considerations relating to Book-Entry Interests*

Until and unless definitive N&C Securities in registered form are issued in exchange for the N&C Securities, holders of the Book-Entry Interests will not be considered the owners or holders of N&C Securities with regard to payment. To the extent the N&C Securities are issued in the form of Immobilised Bearer Global N&C Securities, the Book-Entry Depository or its nominee will be the sole holder of such N&C Securities. The Issuer, the Principal Paying Agent and the Registrar will treat the bearer of the Immobilised Bearer Global N&C Securities as the owner thereof for the purposes of receiving payments and for all other purposes. Upon receipt of amounts owing in respect of the Immobilised Bearer Global N&C Securities, the Book-Entry Depository will pay the amounts so received to the relevant clearing system(s) for onward payment to applicable owners of Book-Entry Interests in accordance with their procedures. Accordingly, holders of a Book-Entry Interest must rely on the procedures of the relevant clearing system(s) to exercise any rights and remedies of a N&C Securityholder under the N&C Securities.

3.7 *Limitations on ownership of Book-Entry Interests*

Ownership of Book-Entry Interests will be limited to persons with an account with Euroclear and/or Clearstream, Luxembourg or persons who may hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be affected only through records maintained in book-entry form by Euroclear and/or Clearstream, Luxembourg and their participants.

The Book-Entry Interests will not be held in definitive form. Instead, Euroclear and/or Clearstream, Luxembourg (as applicable) will credit on their respective book-entry registration and transfer systems a participant's account with the interest beneficially owned by such participant. The laws of some jurisdictions, including certain states of the United

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States, may require that certain purchasers of securities take physical delivery of such securities in definitive form. Limitations on ownership of Book-Entry Interests may impair the ability to own, transfer or pledge Book-Entry Interests. In addition, while the Immobilised Bearer N&C Securities are in global form, holders of Book-Entry Interests will not be considered the owners or N&C Securityholders of such N&C Securities for any purpose.

3.8 *CDI Record Date*

Whenever the Book-Entry Depository shall receive notice of any action to be taken by it as holder of an Immobilised Bearer Global N&C Security and the Issuer deems it appropriate, including in respect of any payment to be made in respect of an Immobilised Bearer Global N&C Security, the Issuer shall determine and notify the Book-Entry Depository of a record date (each a "**Record Date**") for the determination of the number of units or principal amount represented by the corresponding CDI. Subject to the provisions of the N&C Securities Depository Agreement, only the holder in whose name the relevant CDIs are recorded in the Register at the close of business on the relevant Record Date shall be entitled to (i) receive any such payment, (ii) give instructions as to any such action or (iii) act in respect of any such matter, as the case may be.

3.9 *CREST Depository Interests*

Investors who hold interests in the N&C Securities through Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**") through CREST Depository Interests will not be the legal owners of the N&C Securities (the "**Underlying Securities**") to which such CREST Depository Interests relate. CREST Depository Interests are separate legal instruments from the Underlying Securities and represent indirect interests in the interests of the CREST Nominee (as defined below) in such Underlying Securities. CREST Depository Interests will be issued by the CREST Depository to investors and will be governed by English law.

The Underlying Securities (as distinct from the CREST Depository Interests representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through the relevant Clearance System. Rights in the Underlying Securities will be held through custodial and depository links through the relevant Clearance System. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the relevant Clearance System in or through which the Underlying Securities are held.

CREST International Nominees Limited or another entity appointed to act as nominee (the "**CREST Nominee**") in accordance with the CREST Global Deed Poll (in the form from time to time contained in Chapter 8 of the CREST International Manual (which forms part of the CREST Manual (as defined below)) (the "**CREST Deed Poll**") will hold the legal title to the Underlying Securities and the direct enforcement right in respect of the Underlying Securities. This could result in a holder of CREST Depository Interests receiving less than, or none of, the full amount payable in respect of the Underlying Securities in the event of any insolvency or liquidation of any relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

Rights in respect of the Underlying Securities cannot be enforced by holders of CREST Depository Interests except indirectly through CREST Depository Limited or any successor thereto (the "**CREST Depository**") and the CREST Nominee who in turn can enforce rights indirectly through the intermediary depositories and custodians described above. The enforcement of rights in respect of the Underlying Securities will therefore be subject to the local law of the relevant intermediary.

These arrangements could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

If a matter arises that requires a vote of N&C Securityholders, the Issuer may make arrangements to permit the holders of Crest Depository Interests to instruct the CREST Depository to exercise the voting rights of the CREST Nominee in

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respect of the Underlying Securities. However, there is no guarantee that it will be possible to put such voting arrangements in place for holders of CREST Depository Interests.

Holders of CREST Depository Interests will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST International Manual and the CREST Rules applicable to the CREST International Settlement Links Service (in each case as contained in the CREST Manual issued by CREST dated 1 September 2015, as amended, modified, varied or supplemented from time to time (the "**CREST Manual**")). Holders of CREST Depository Interests must comply in full with all obligations imposed on them by such provisions.

Investors in CREST Depository Interests should note that the provisions of the CREST Deed Poll and the CREST Manual (including, for the avoidance of doubt, the provisions of the CREST International Manual and the CREST Rules) contain indemnities, warranties, representations and undertakings to be given by holders of CREST Depository Interests and limitations on the liability of the CREST Depository as issuer of the CREST Depository Interests. Holders of CREST Depository Interests may incur liabilities pursuant to or resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them and the rights of and returns received by holders of CREST Depository Interests may differ from those of holders of Securities which are not represented by CREST Depository Interests.

Investors in CREST Depository Interests should note that holders of CREST Depository Interests may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Underlying Securities through the CREST International Settlement Links Service.

Investors in CREST Depository Interests should note that none of the Issuer, any Dealer or any Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders acting in connection with CREST Depository Interests or for the respective obligations of such intermediaries, participants or accountholders under the rules and procedures governing their operations.

3.10 The value of Fixed Rate N&C Securities may be adversely affected by movements in market interest rates

Investment in Fixed Rate N&C Securities involves the risk that if the market interest rates subsequently increase above the rate paid on the Fixed Rate N&C Securities, this will adversely affect the value of the Fixed Rate N&C Securities.

3.11 N&C Securities which are issued with variable interest rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities

N&C Securities with floating interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market value may be more volatile than those for securities that do not include these features. An investor may receive substantially less or no interest at all on such Floating Rate N&C Securities.

3.12 If the Issuer has the right to convert the interest rate on any N&C Securities from a fixed rate to a floating rate, or vice versa, this may affect the secondary market value of the N&C Securities concerned

Fixed/Floating Rate N&C Securities are N&C Securities which may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the N&C Securities since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate N&C Securities may be less favourable than the then prevailing spreads on comparable floating rate notes relating to the same reference rate. In addition, the new floating rate at any time may be lower than the interest rates payable on other N&C Securities. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing market rates.

Risk Factors

3.13 *Inverse Floating Rate N&C Securities will have more volatile market values than convention Floating Rate N&C Securities*

Inverse Floating Rate N&C Securities may have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as the London Interbank Offered Rate ("**LIBOR**"). The market value of inverse Floating Rate N&C Securities typically is more volatile than the market value of other more conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate N&C Securities are more volatile because an increase in the reference rate not only decreases the interest rate payable on the N&C Securities, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of the N&C Securities.

4. Risks associated with N&C Securities where interest amounts are linked to one of more Reference Item(s)

4.1 *General considerations with respect to underlying Reference Items*

The N&C Securities may involve a high degree of risk, which include, among others, interest rate, corporate, market, foreign exchange, time value and/or political risks, as well as other risks arising from fluctuations in the values of the relevant indices (or basket of indices) (which may include equity indices or inflation indices) or, in the case of Exempt N&C Securities only, other underlying assets (each a "**Reference Item**", which definition may include, where appropriate, a component of such an index or asset or basket thereof) which may be specified in the applicable Issue Terms, and general risks applicable to the stock market (or markets) and capital markets. N&C Securities for which the determination of the relevant interest amounts are linked to the performance of the Reference Item may not provide for predetermined interest payments, but interest amounts payable will be dependent upon the performance of the Reference Item(s), which itself may contain substantial risks. If the performance of the Reference Item(s) is not in accordance with an investor's expectations this could result in an investor receiving no or reduced interest payment when compared to their expectations.

Prospective purchasers of N&C Securities should recognise that their N&C Securities, other than N&C Securities having a minimum interest amount (subject to comments above about the Issuer's solvency and deduction of taxes and expenses), may receive no interest payment in respect of some or all Interest Periods. Purchasers should be prepared not to receive any amounts in respect of interest, except, if so indicated in the applicable Issue Terms, to the extent that minimum interest amounts are payable (subject to the comments above).

Investments in N&C Securities where the interest amounts are linked to the performance of a Reference Item entail significant risks and may not be appropriate for investors lacking financial expertise. Prospective investors should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such N&C Securities and the suitability of such N&C Securities in light of their particular circumstances and ensure that their acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of their incorporation and/or in which they operate, and is a suitable investment for them to make. The Issuer believes that such N&C Securities should only be purchased by investors that are in a position to understand the special risks that an investment in these instruments involves, in particular relating to options and derivatives and related transactions.

Furthermore, the value of the Reference Item(s) may be observed for valuation purposes at a particular time(s) on a particular day(s). Markets in Reference Items may move significantly in very short periods of time. As such prospective purchasers should be aware that the value observed for the Reference Item may not reflect the value of the Reference Item which has prevailed at other times on the relevant valuation day or in the period immediately preceding such day. For example, this may occur if the valuation time falls at any time during a "Flash Crash", similar in nature to that which occurred on the New York Stock Exchange on 6 May 2010, in which the relevant market moves significantly downwards before subsequently correcting shortly afterwards. Whilst the terms of the N&C Securities may include provisions to allow postponement of valuation in the event of certain disruptions in the market, not all significant market movements will be covered by these provisions. Reference Item prices at the opening or closing of relevant markets may also be particularly volatile as traditionally many trades are executed at such time. This may itself have an effect on the Reference Item prices and consequently interest payable on the N&C Securities.

In addition, the value of any Reference Item may depend on a number of interrelated factors, including economic, financial and political events in one or more jurisdictions, including factors affecting capital markets generally and the stock exchange(s) on which any Reference Item may be traded.

Risk Factors

If the formula used to determine any interest amounts payable in respect of the N&C Securities contains a multiplier or leverage factor, the effect of any fluctuation in the value of the Reference Items to which payments of interest on the N&C Securities are linked or indexed will be magnified. In recent years, values of certain equities, bonds, notes or other financial instruments, indices and formulae have been volatile and such volatility may be expected in the future. However, past experience is not necessarily indicative of what may occur in the future. The historical experience of the Reference Items should not be taken as an indication of future performance of such Reference Items during the term of such N&C Security.

None of the Issuer, Calculation Agent nor any Dealer provide any advice with respect to any Reference Item nor make any representation as to its quality, credit or otherwise, and investors in the N&C Securities must rely on their own sources of analysis, including credit analysis with respect to any Reference Item. No investigation or review of the Reference Items, including, without limitation, any public filings made by the issuer, sponsor or obligor of the Reference Items, has been made by the Issuer or any of its Affiliates for the purposes of forming a view as to the merits of an investment where interest payments are linked to the Reference Items. Nor is any guarantee or express or implied warranty made in respect of the selection of the Reference Items or is any assurance or guarantee given as to the performance of the Reference Items. Potential investors should not conclude that the sale by the Issuer and/or Dealer of the N&C Securities is any form of investment recommendation by it or any of its affiliates.

4.2 *No Claim against any Reference Item*

A N&C Security will not represent a claim against any Reference Item and, in the event of any loss; a N&C Securityholder will not have recourse under a N&C Security to any Reference Item. The N&C Securities are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an underlying Reference Item and such entities have no obligation to take into account the consequences of their actions on any N&C Securityholders.

4.3 *Risks relating to Equity Index Linked Interest N&C Securities*

The Issuer may issue Equity Index Linked Interest N&C Securities where the amount of interest payable is dependent upon the level of an equity index or equity indices and/or by whether that level is equal to, above or below one or more specified levels. If the amount of interest payable is determined by reference to the least performing equity index in a basket of equity indices, then investors will not receive any benefit from the better performing equity index/equity indices in the basket.

Potential investors in any such N&C Securities should be aware that, depending on the terms of the Equity Index Linked Interest N&C Securities, (i) they may receive no interest or a limited amount of interest and (ii) payment interest may occur at a different time than expected. In addition, the movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices, and the timing of changes in the relevant level of the index or indices may affect the actual return to investors, even if the average level is consistent with their expectations.

Equity Index Linked Interest N&C Securities may be subject to certain disruption provisions. In particular, the Calculation Agent may determine that an event giving rise to a Disrupted Day (as defined in the Equity Index Linked Conditions) has occurred at any relevant time. Any such determination may have an effect on the timing of valuation, and consequently the value of the N&C Securities, and/or may delay settlement of interest amounts in respect of the N&C Securities. In addition certain extraordinary events may lead to early redemption of the N&C Securities and such an event may have an adverse effect on the value of the N&C Securities. Whether and how such provisions apply to the N&C Securities can be ascertained by reading the Equity Linked Index Conditions in conjunction with the applicable Issue Terms.

If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on interest payable will be magnified.

The market price of Equity Index Linked Interest N&C Securities may be volatile and may depend on the time remaining to the maturity date and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded.

Risk Factors

4.4 *Risks relating to Inflation Index Linked Interest N&C Securities*

The Issuer may issue Inflation Index Linked Interest N&C Securities where the amount of interest payable is dependent upon the level of an inflation/consumer price index or indices and/or whether the level of inflation/consumer price index or indices is equal to, above or below one or more specified levels.

If the amount of interest payable is determined by reference to the least performing inflation/consumer price index in a basket of inflation/consumer price indices, then investors will not receive any benefit from the better performing inflation/consumer price indices in the basket.

Potential investors in any such N&C Securities should be aware that depending on the terms of the Inflation Index Linked Interest Securities (i) they may receive no interest or a limited amount of interest and (ii) payment of interest may occur at a different time than expected. In addition, the movements in the level of the inflation/consumer price index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual return to investors, even if the average level is consistent with their expectations.

Inflation Index Linked Interest N&C Securities may be subject to certain disruption provisions or extraordinary event provisions. Relevant events may relate to market disruptions, or other extraordinary events in relation to the relevant level of inflation/consumer price index or indices. If the Calculation Agent determines that any such event has occurred this may delay valuations under and/or settlements of interest amounts in respect of the N&C Securities and consequently adversely affect the value of the N&C Securities. In addition certain extraordinary or disruption events may lead to early redemption of the N&C Securities which may have an adverse effect on the value of the N&C Securities. Whether and how such provisions apply to the relevant N&C Securities can be ascertained by reading the Inflation Index Linked Conditions in conjunction with the applicable Issue Terms.

If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the inflation/consumer price index or the indices on interest payable will be magnified.

A relevant consumer price index or other formula linked to a measure of inflation to which the interest amounts payable in respect of N&C Securities are linked may be subject to significant fluctuations that may not correlate with other indices. Any movement in the level of the index may result in a reduction of the interest payable on the N&C Securities.

The timing of changes in the relevant consumer price index or other formula linked to the measure of inflation comprising the relevant index or indices may affect the actual yield to investors on the N&C Securities, even if the average level is consistent with their expectations.

An index to which interest payments of Inflation Index Linked Interest N&C Securities are linked is only one measure of inflation for the relevant jurisdiction, and such Index may not correlate perfectly with the rate of inflation experienced by N&C Securityholders in such jurisdiction.

The market price of Inflation Index Linked Interest N&C Securities may be volatile and may depend on the time remaining to the maturity date and the volatility of the level of the index or indices. The level of the inflation/consumer price index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the inflation/consumer price index or indices may be traded.

5. *Risks associated with N&C Securities linked to Preference Shares*

5.1 *General considerations with respect to underlying Preference Shares*

Amounts payable upon redemption of the N&C Securities are linked to Preference Shares and may involve a high degree of risk, which include, among others, interest rate, corporate, market, foreign exchange, time value and/or political risks, as well as other risks arising from fluctuations in the values of the Preference Share Underlying(s). These may include

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equities (or baskets of equities) and indices (or baskets of indices) (including equity indices or inflation indices) and general risks applicable to the stock market (or markets) and capital markets. The N&C Securities do not provide for predetermined redemption amounts, but amounts payable will be dependent upon the performance of the Preference Shares, which itself may contain substantial risks. If the performance of the Preference Shares is not in accordance with an investor's expectations this could result in an investor receiving no return and losing the capital that they have invested.

An investment in the N&C Securities will represent an investment linked to the economic performance of the Preference Shares which will in turn be linked to the economic performance of one or more Preference Share Underlying(s) and prospective investors should note that the return (if any) on their investment in such N&C Securities will depend upon the performance of the Preference Shares, which will in turn depend upon the performance of such Preference Share Underlying(s). Potential investors should also note that whilst the redemption amount of the N&C Securities is linked to the market value of Preference Shares which will be influenced (positively or negatively) by the Preference Share Underlying(s) in respect of the relevant Preference Shares, any change may not be comparable to a direct investment in such Preference Share Underlying(s) and may be disproportionate. It is impossible to predict how the level of the relevant Preference Share Underlying(s) will vary over time. In contrast to a direct investment in the relevant Preference Share Underlying(s), the N&C Securities represent the right to receive payment of the Final Redemption Amount(s), the value of which will be determined by reference to the market value of the relevant Preference Shares, which depends upon the performance of the relevant Preference Share Underlying(s).

As the amounts payable in respect of N&C Securities are linked to Preference Shares which are in turn linked to the performance of the relevant Preference Share Underlying(s), a purchaser of a N&C Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Preference Share Underlying(s). Assuming all other factors are held constant, the lower the value of the Preference Shares and the shorter the remaining term to redemption, the greater the risk that purchasers of such N&C Securities will lose all or part of their investment.

Prospective purchasers of N&C Securities should recognise that their N&C Securities may be worthless on redemption. Purchasers should be prepared to sustain a total loss of the purchase price of their N&C Securities. This risk reflects the nature of the N&C Securities as an asset which, other factors held constant, tends to decline in value over time and which may become worthless when it is redeemed.

The N&C Securities are not principal protected. Investors in N&C Securities risk losing their entire investment (including the loss of any transaction costs paid by the investor) if the value of the relevant Preference Shares and/or the Preference Share Underlying(s) of the relevant Preference Shares do not move in the anticipated direction.

Investments in the N&C entail significant risks and may not be appropriate for investors lacking financial expertise. Prospective investors should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such N&C Securities and the suitability of such N&C Securities in light of their particular circumstances and ensure that their acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of their incorporation and/or in which they operate, and is a suitable investment for them to make. The Issuer believes that such N&C Securities should only be purchased by investors that are in a position to understand the special risks that an investment in these instruments involves, in particular relating to options and derivatives and related transactions, and should be prepared to sustain a total loss of the purchase price of their N&C Securities.

In order to realise a return upon an investment in a N&C Security, it may be necessary that an investor must have correctly anticipated the timing and magnitude of an anticipated increase or the absence of a decrease in the value of the Preference Shares relative to their initial value, and must also be correct about when any change will occur. If the value of the Preference Shares do not increase, or decreases, as the case may be, before such N&C Security is redeemed, part of the investor's investment in such N&C Security may be lost on such redemption. It is likely that the only means by which a N&C Securityholder can realise value from its N&C Securities prior to their Maturity Date is to sell such N&C Securities at their then market price in the secondary market (if available) (see "*The Issuer cannot assure a trading market for the N&C Securities will ever develop or be maintained*" above).

Fluctuations in the value and/or volatility of the relevant Preference Share Underlying(s) will affect the value of the relevant Preference Shares and as a result, the value of the N&C Securities. Other factors which may influence the market

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value of the Preference Shares and as a result, the value of the N&C Securities, include interest rates, potential dividend or interest payments (as applicable) in respect of the relevant Preference Share Underlying(s), changes in the method of calculating the relevant Preference Share Underlying(s) from time to time and market expectations regarding the future performance of the relevant Preference Share Underlying(s) and its composition.

The value of the Preference Shares and the relevant Preference Share Underlying(s) may be observed for valuation purposes at a particular time(s) on a particular day(s). The value of the Preference Shares and the relevant Preference Share Underlying(s) may move significantly in very short periods of time. As such prospective purchasers should be aware that the value observed for the Preference Shares and/or the relevant Preference Share Underlying(s) may not reflect the value of the Preference Shares and/or the relevant Preference Share Underlying(s) which have prevailed at other times on the relevant valuation day or in the period immediately preceding such day. For example, this may occur if the valuation time falls at any time during a "Flash Crash", similar in nature to that which occurred on the New York Stock Exchange on 6 May 2010, in which the relevant market moves significantly downwards before subsequently correcting shortly afterwards. Whilst the terms of the Preference Shares may include provisions to allow postponement of valuation of the relevant Preference Share Underlying(s) in the event of certain disruptions in the market, not all significant market movements will be covered by these provisions. Depending on the relevant Preference Share Underlying(s) for the Preference Shares, the volatility of prices at the opening or closing of relevant markets (which is traditionally caused as many trades are executed at such time) may itself have an effect on the prices of the Preference Shares and consequently the N&C Securities.

PROSPECTIVE INVESTORS SHOULD REVIEW THE TERMS AND CONDITIONS OF THE PREFERENCE SHARES TO UNDERSTAND THE RELEVANT PREFERENCE SHARE UNDERLYING(S) AND TO UNDERSTAND FACTORS AFFECTING THE VALUE OF THE PREFERENCE SHARES BEFORE MAKING ANY DECISION TO PURCHASE ANY N&C SECURITIES.

The historical experience of the Preference Shares or any relevant Preference Share Underlying(s) should not be taken as an indication of future performance of such Preference Shares or such Preference Share Underlying(s) during the term of such N&C Security.

The price at which a N&C Securityholder will be able to sell N&C Securities prior to maturity may be at a discount, which could be substantial, to the market value of such N&C Securities on the Issue Date, if, at such time, the value of the Preference Shares is below, equal to or not sufficiently above the value of the Preference Shares on the Issue Date. The historical value of any Preference Share should not be taken as an indication of such Preference Share's future performance during the term of any N&C Security.

The Issuer may issue several issues of N&C Securities relating to a particular series of Preference Shares linked to a particular Preference Share Underlying. However, no assurance can be given that the Issuer will issue any such N&C Securities. At any given time, the number of N&C Securities outstanding may be substantial. N&C Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the relevant Preference Shares, as a result of fluctuations in the value of the relevant Preference Share Underlying(s).

None of the Issuer, Calculation Agent nor any Dealer provide any advice with respect to any of the Preference Shares nor make any representation as to the quality, credit or otherwise of the Preference Shares, and investors in the N&C Securities must rely on their own sources of analysis, including credit analysis with respect to any of the Preference Shares. No investigation or review of the Preference Shares, including, without limitation, any public filings made by the issuer or obligor of the Preference Shares, has been made by the Issuer or any of its Affiliates for the purposes of forming a view as to the merits of an investment linked to the Preference Shares. Nor is any guarantee or express or implied warranty made in respect of the selection of the Preference Shares or is any assurance or guarantee given as to the performance of the Preference Shares. Potential investors should not conclude that the sale by the Issuer of the N&C Securities is any form of investment recommendation by it or any of its affiliates.

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5.2 *Risks Relating to the early redemption of the Preference Shares*

The issuer of the relevant Preference Shares (the "**Preference Share Issuer**") may early redeem or cancel the Preference Shares if the Preference Share Issuer or the calculation agent in respect of the Preference Shares (the "**Preference Share Calculation Agent**") (on behalf of the Preference Share Issuer) determines that:

- (i) any event occurs in respect of which the adjustment provisions under the terms and conditions of the Preference Shares provide the Preference Shares may be redeemed; or
- (ii) the performance of the obligations of the Preference Share Issuer under the Preference Shares, or any relevant hedging arrangement made to hedge the Preference Share Issuer's obligations under the Preference Shares, has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power, or the interpretation thereof; or
- (iii) a change in applicable law or regulation occurs that in the determination of the Preference Share Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in the Preference Share Issuer being required to be regulated by any additional jurisdiction or regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by the Preference Share Issuer to be onerous to it; or
- (iv) the Preference Share Issuer is notified that any related financial product (such as the N&C Securities) have become subject to early redemption.

If the Issuer receives a notice from the Preference Share Issuer of early redemption of the Preference Shares, the Issuer will notify N&C Securityholders in accordance with N&C Security Condition 13 and each N&C Security shall be redeemed at its Early Redemption Amount in accordance with N&C Security Condition 6.5.

The Early Redemption Amount in this case is determined taking into account the value of the Preference Shares immediately prior to the time of the early redemption of the N&C Securities and such Preference Share value in turn may take into account deduction of certain costs of the Preference Share Issuer and also certain costs of issuers and their hedging counterparties in relation to financial products (such as the N&C Securities) related to the Preference Shares. This may mean the value of the Preference Shares and consequently the Early Redemption Amount in respect of the N&C Securities, is less, and in some cases significantly less or zero, as a result.

5.3 *No Claim against any Reference Item*

A N&C Security will not represent a claim against any Preference Share or any Preference Share Underlying and, in the event of any loss, a N&C Securityholder will not have recourse under a N&C Security to any Preference Share or any Preference Share Underlying. The N&C Securities are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an underlying Preference Share or any Preference Share Underlying and such entities have no obligation to take into account the consequences of their actions on any N&C Securityholders.

5.4 *Risks in relation to Preference Share Underlyings*

An investment in N&C Securities will entail significant risks not associated with conventional securities such as debt or equity securities. N&C Securities will be settled by payment of an amount determined by reference to the performance of the relevant Preference Shares, which depend on the performance of the relevant Preference Share Underlying(s). If the value of the Preference Share Underlyings(s) does not move in the anticipated direction, the performance of the Preference Shares may be negative and thus the value of the N&C Securities linked to such Preference Shares will be adversely affected. Purchasers of N&C Securities risk losing all or a part of their investment if the market value of the Preference Shares does not move in the anticipated direction.

- (a) Risks relating to Index Linked Preference Shares

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The N&C Securities are dependent upon the performance of the Preference Shares which may be in turn dependent on the level of or changes in the level of an index or a basket of indices ("**Index Linked Preference Shares**"). The index or indices may be equity indices or inflation indices, and may be a well known and widely published index or indices or an index or indices established by the Issuer or another entity which may not be widely published or available. An investment in N&C Securities linked to Index Linked Preference Shares will entail significant risks not associated with a conventional security.

Potential investors in N&C Securities linked to Index Linked Preference Shares should be aware that, depending on the terms of the Index Linked Preference Shares, payments may occur at a different time than expected and they may lose all or a substantial portion of their investment if the value of the Preference Shares, determined by reference to the value of the index/indices, does not move in the anticipated direction.

In addition, the movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

If amounts payable under the Index Linked Preference Shares are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on the Index Linked Preference Shares will be magnified. This may, in turn, be reflected in the market value of the Index Linked Preference Shares (which will be relevant to calculating the Final Redemption Amount, any Optional Redemption Amount or any Early Redemption Amount of the N&C Securities).

Prospective purchasers should review the Base Prospectus, the relevant Issue Terms and the terms and conditions of the relevant Preference Shares to ascertain whether and how adjustment provisions apply to the Preference Shares, the potential for the Preference Shares to be cancelled or redeemed and the effect of such adjustments on the N&C Securities.

The market price of N&C Securities linked to Index Linked Preference Shares may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities notionally comprising the index or indices may be traded.

(b) Risks relating to Equity Linked Preference Shares

The N&C Securities are dependent upon the performance of the Preference Shares which may be in turn dependent on the price of or changes in the price of shares or a basket of shares or the price of a GDR/ADR or a basket of GDRs/ADRs ("**Equity Linked Preference Shares**"). Accordingly, an investment in N&C Securities linked to Equity Linked Preference Shares may bear similar market risks to a direct equity investment and investors should take advice accordingly. An investment in N&C Securities linked to Equity Linked Preference Shares will entail significant risks not associated with a conventional security.

Potential investors in N&C Securities linked to Equity Linked Preference Shares should be aware that, depending on the terms of the Equity Linked Preference Shares, payments may occur at a different time than expected and they may lose all or a substantial portion of their investment if the value of the Equity Linked Preference Shares, which is determined by reference to the value of the share(s), does not move in the anticipated direction.

In addition, the movements in the price of the share or basket of shares may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the share or shares may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the share or shares, the greater the effect on yield.

If amounts payable under the Equity Linked Preference Shares are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share or shares on the Equity Linked Preference Shares will be magnified. This may, in turn, be reflected in the market value of the Equity Linked

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Preference Shares (which will be relevant to calculating the Final Redemption Amount, any Optional Redemption Amount or any Early Redemption Amount of the N&C Securities).

Prospective purchasers should review the Base Prospectus, the relevant Issue Terms and the terms and conditions of the Preference Shares to ascertain whether and how adjustment provisions apply to the Preference Shares, the potential for the Preference Shares to be cancelled or redeemed and the effect of such adjustments on the N&C Securities.

The market price of N&C Securities linked to Equity Linked Preference Shares may be volatile and may be affected by the time remaining to the redemption date, the volatility of the share or shares, the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant share or shares as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such shares may be traded.

Generally no issuer of the relevant share(s) will have participated in the preparation of the relevant Issue Terms or in establishing the terms and conditions of the Equity Linked Preference Shares and neither the Issuer nor any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of any publicly available information) that would affect the trading price of the share will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share and therefore the value of the Equity Linked Preference Shares, and therefore the value of the N&C Securities.

Holders of N&C Securities linked to Equity Linked Preference Shares will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Preference Shares relate. Prospective purchasers should review the Base Prospectus, the relevant Issue Terms and the terms and conditions of the relevant Preference Shares to ascertain whether and how adjustment provisions apply to the Preference Shares, the potential for the Preference Shares to be cancelled or redeemed and the effect of such adjustments on the N&C Securities.

5.5 *Currency Risk in N&C Securities and Preference Shares generally*

There is generally foreign exchange currency exposure in respect of N&C Securities which provide for payment to be made in a currency which is different to the currency of the Preference Share Underlying(s) or the Preference Shares.

Where the terms and conditions of the N&C Securities provide that payment under such N&C Securities will be made in a currency which is different from the currency of the Preference Share Underlying(s) or the Preference Shares, and such Preference Shares do not have a "quanto" feature (i.e. the Preference Shares themselves take no account of currency rate movements or otherwise hedge the currency risk), there are additional risks. Holders of such N&C Securities may be exposed not only to the performance of the Preference Shares but also to the performance of such foreign currency, which cannot be predicted. Investors should be aware that foreign exchange rates are, and have been, highly volatile and determined by supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks (e.g. imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency). Foreign exchange fluctuations between a N&C Securityholder's home currency and the relevant currency in which the repayment amount of the N&C Securities is denominated may affect investors who intend to convert gains or losses from the sale of N&C Securities into their home currency.

There are risks relating to currency-protected or "quanto" N&C Securities which provide for payment to be made in a currency which is different to the currency of the Preference Share Underlying(s) or the Preference Shares.

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If the Preference Share Underlying(s) or the Preference Shares are not denominated in the currency of the N&C Securities and at the same time only the performance of the Preference Share Underlying(s) or the Preference Shares in their denominated currency is relevant to the payout on the N&C Securities, such N&C Securities are referred to as currency-protected N&C Securities or N&C Securities with a "quanto" feature. Under such feature, the investment return of the N&C Securities depends only on the performance of the Preference Share Underlying(s) or the Preference Shares (in the relevant currency) and any change in the rate of exchange between the currency of the Preference Share Underlying(s) or the Preference Shares and the N&C Securities is disregarded. Accordingly, the application of a "quanto" feature means that N&C Securityholders will not have the benefit of any change in the rate of exchange between the currency of the Preference Shares and the N&C Securities that would otherwise influence the performance of the Preference Share Underlying(s) or the Preference Shares in the absence of such "quanto" feature. In addition, changes in the relevant exchange rate may indirectly influence the price of the Preference Share Underlying(s) or the Preference Shares which, in turn, could have a negative effect on the return on the N&C Securities.

6. Risk factors relating to the Issuer and the Group

6.1 *The Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel*

The Group's continued success depends in part on the continued service of key members of the Group's management team. The ability to continue to attract, train, motivate and retain highly qualified and talented professionals is a key element of the Group's strategy. The successful implementation of the Group's growth strategy depends on the availability of skilled management, both at the Group's head office and in each of the Group's business units. If the Group or one of the Group's business units or other functions fails to staff its operations appropriately, or loses one or more of its key senior executives and fails to replace them in a satisfactory and timely manner, the Group's business, financial condition and results of operations, including control and operational risks, may be adversely affected.

In addition, the financial services industry has and may continue to experience more stringent regulation of employee compensation, which could have an adverse effect on the Group's ability to hire or retain the most qualified employees. If the Group fails or is unable to attract and appropriately train, motivate and retain qualified professionals, the Group's business may also be adversely affected.

6.2 *The Group is vulnerable to disruptions and volatility in the global financial markets*

Over the past 10 years, financial systems worldwide have experienced difficult credit and liquidity conditions and disruptions leading to reduced liquidity, greater volatility (such as volatility in spreads) and, in some cases, a lack of price transparency on interbank lending rates. Uncertainties remain concerning the outlook and the future economic environment despite recent improvements in certain segments of the global economy, including the United Kingdom (the "UK"). There can be no assurance that economic conditions in these segments will continue to improve or that the global economic condition as a whole will improve significantly or at all. Such economic uncertainties could have a negative impact on the Group's business and results of operations.

Eurozone markets and economies continue to show signs of fragility and volatility, with recession in some national economies. Interest rate differentials among eurozone countries indicate continued doubts about some governments' ability to fund themselves and affect borrowing rates in those economies. Further, the possibility remains that one or more eurozone countries could depart from the euro or that the euro could be abandoned as a currency altogether. Uncertainty in relation to the eurozone could contribute to a deterioration in the economic and financial environment in the UK and could have a material adverse impact on the whole financial sector, creating new challenges in sovereign and corporate lending and resulting in significant disruptions in financial activities at both the market and retail levels.

The European Central Bank (the "ECB") and European Council took actions in 2012 and 2013 with the aim of reducing the risk of contagion in the eurozone and beyond. These included the creation of the "Open Market Transaction" facility of the ECB and the decision by eurozone governments to progress towards the creation of a banking union. In January 2015, the ECB announced an extensive quantitative easing scheme. The scheme comprises on average a €60 billion-a-month bond-buying programme across the eurozone, such programme intended to remain in place until the end of 2017, with a potential for extension if inflation in the eurozone does not meet the ECB target of below, but close to, 2 per cent. Notwithstanding these measures, a significant number of financial institutions throughout Europe have substantial

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exposures to sovereign debt issued by eurozone nations which are under financial stress. Should any of those nations default on their debt, or experience a significant widening of credit spreads, major financial institutions and banking systems throughout Europe could be destabilised, resulting in the further spread of the recent economic crisis. The high cost of capital for some European governments impacted the wholesale markets in the UK. In the absence of a permanent resolution of the eurozone crisis, conditions could deteriorate.

Whilst evidence of recovery has emerged in relation to the UK economy, the possibility of a renewed economic downturn remains a real risk. Uncertainty surrounding the future of the eurozone is less acute than before, but slow growth increase may pose a risk of a further slowdown in the UK's principal export markets which would have an adverse effect on the broader UK economy.

Despite recent improvements in certain segments of the global economy, uncertainties remain concerning the future economic environment. There can be no assurance that economic conditions in these segments will continue to improve or that the global economic condition as a whole will improve significantly.

No assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the N&C Securityholders, the market value of the N&C Securities, the existence of a secondary market for the N&C Securities and/or the ability of the Issuer to satisfy its obligations under the N&C Securities.

In particular, the Group may face, among others, the following risks related to any future economic downturn:

- Increased regulation of the Group's industry. Compliance with such regulation may increase the Group's costs, may affect the pricing of the Group's products and services, and limit the Group's ability to pursue business opportunities.
- Reduced demand for the Group's products and services.
- Inability of the Group's borrowers to comply fully or in a timely manner with their existing obligations.
- The process the Group uses to estimate losses inherent in the Group's credit exposure requires complex judgements, including forecasts of economic conditions and how such economic conditions may impair the ability of the Group's borrowers to repay their loans. The degree of uncertainty concerning economic conditions may adversely affect the accuracy of the Group's estimates, which may, in turn, impact the reliability of the process and the sufficiency of the Group's loan loss allowances.
- The value and liquidity of the portfolio of investment securities that the Group holds may be adversely affected.
- Any worsening of the global economic conditions may delay the recovery of the international financial industry and impact the Group's operating results, financial condition and prospects.
- Adverse macroeconomic shocks may negatively impact the household income of the Group's retail customers, which may adversely affect the recoverability of the Group's retail loans, and result in increased loan losses.

Financial markets in the past twelve months have been affected by a series of political events, including the UK's vote in June 2016 to leave the European Union (the "EU") and the general election in the UK in June 2017, which caused significant volatility in the global stock and foreign exchange markets (for more information, see the risk factor entitled '*Exposure to UK political developments could have a material adverse effect on the Group*') and there has been an increase in anti-EU sentiment in other EU member states ("**EU Member States**"). Further, there continues to be significant uncertainty as to the respective legal and regulatory environments in which the Group will operate going forward as a result of the UK's vote to leave the EU. Such uncertainties have had, and may continue to have, a negative impact on macroeconomic conditions and the Group's business, financial condition and results of operations, and there can be no assurance that the European and global economic environments will not continue to be affected by political developments (for more information, see the risk factor entitled '*The Group may suffer adverse effects as a result of the political, economic and sovereign debt tensions in the eurozone*').

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Continued or worsening disruption and volatility in the global financial markets could have a material adverse effect on the Group, including the Group's ability to access capital and liquidity on financial terms acceptable to the Group, if at all. If capital markets financing ceases to become available, or becomes excessively expensive, the Group may be forced to raise the rates it pays on deposits to attract more customers and become unable to maintain certain liability maturities particularly if interest rates continue to rise in 2018 following the Bank of England's decision to increase the base rate from 25bps to 50bps in November 2017. Any such increase in capital markets funding costs or deposit rates could have a material adverse effect on the Group's interest margins, liquidity and profitability, particularly given the sustained low interest rate environment expected in the medium term.

If all or some of the foregoing risks were to materialise, this could have a material adverse effect on the Group.

6.3 *The Group's operating results, financial condition and prospects may be materially impacted by economic conditions in the UK*

The Group's business activities are concentrated in the UK and the Group offers a range of banking and financial products and services to UK retail and corporate customers. As a consequence, the Group's operating results, financial condition and prospects are significantly affected by the general economic conditions in the UK.

The Group's financial performance is intrinsically linked to the UK economy and the economic confidence of consumers and businesses. The sustainability of the UK economic recovery, along with its concomitant impacts on the Group's profitability, remains a risk. Conversely, a strengthened UK economic performance may increase the possibility of a higher interest rate environment and the Group notes that the Bank of England has commented that it expects to continue to raise interest rates in 2018. In such a scenario, other market participants might offer more competitive product pricing resulting in increased customer attrition.

Adverse changes in EU and global growth may pose the risk of a further slowdown in the UK's principal export markets which would have an adverse effect on the broader UK economy.

In addition, adverse changes in the credit quality of the Group's borrowers and counterparties or a general deterioration in EU, UK or global economic conditions could reduce the recoverability and value of the Group's assets and require an increase in the level of provisions for bad and doubtful debts. Likewise, a significant reduction in the demand for the Group's products and services could negatively impact the Group's business and financial condition. UK economic conditions and uncertainties may have an adverse effect on the quality of the Group's loan portfolio and may result in a rise in delinquency and default rates. There can be no assurance that the Group will not have to increase the Group's provisions for loan losses in the future as a result of increases in non-performing loans and/or for other reasons beyond the Group's control. Material increases in the Group's provisions for loan losses and write-offs or charge-offs could have an adverse effect on the Group's operating results, financial condition and prospects.

Any related significant reduction in the demand for the Group's products and services could have a material adverse effect on the Group's operating results, financial condition and prospects.

6.4 *Exposure to UK political developments, including the ongoing negotiations between the UK and EU, could have a material adverse effect on the Group*

On 23 June 2016, the UK held a referendum (the "**UK EU Referendum**") on its membership of the EU, in which a majority voted for the UK to leave the EU. Immediately following the result, the UK and global stock and foreign exchange markets commenced a period of significant volatility, including a steep devaluation of the pound sterling. There remains significant uncertainty relating to the process, timing and negotiation of the UK's exit from, and future relationship with, the EU and the basis of the UK's future trading relationship with the rest of the world.

On 29 March 2017, the UK Prime Minister gave notice under Article 50(2) of the Treaty on European Union of the UK's intention to withdraw from the EU. The delivery of the Article 50(2) notice has triggered a two year period of negotiation which will determine the terms on which the UK will exit the EU, taking account of the framework for the UK's future relationship with the EU. On 19 March 2018, a revised draft withdrawal agreement between the UK and the EU was published to govern the transition period prior to withdrawal, which contains a significant number of outstanding issues.

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Unless extended, the UK's EU membership will cease after this two year period. The timing of, and process for, such negotiations and the resulting terms of the UK's future economic, trading and legal relationships are uncertain, as is the basis of the UK's future trading relationship with the rest of the world. There is a possibility that the UK's membership ends at such time without reaching any agreement on the terms of its relationship with the EU going forward, although the Group notes that movement to phase two of the negotiations - with a focus on finalising withdrawal issues, transition arrangements and a framework for the UK's future relationship with the EU - was agreed on 15 December 2017.

A general election in the UK was held on 8 June 2017 (the "**General Election**"). The General Election resulted in a hung parliament with no political party obtaining the majority required to form an outright government. On 26 June 2017 it was announced that the Conservative party had reached an agreement with the Democratic Unionist Party (the "**DUP**") in order for the Conservative party to form a minority government with legislative support ('confidence and supply') from the DUP. The long term effects of the General Election, which resulted in a minority government, are difficult to predict due to significant uncertainty and the impact on the negotiation of the UK's exit from the EU. The outcome of the General Election could have a significant impact on the future international and domestic political agendas of the government (including the UK's exit from the EU), and on the ability of the government to pass legislation in the House of Commons, as well as increasing the risk of further early general elections and a period of political instability and/or a change of government.

While the longer term effects of the UK EU Referendum are difficult to predict, its effects, in addition to the uncertainty created as a result of the outcome of the General Election, could include further financial instability and slower economic growth as well as higher unemployment and inflation in the UK. For instance, the UK government has stated its intention for the UK to leave both the single market and the customs union (thereby ceasing to be party to the global trade deals negotiated by the EU on behalf of its members) and this could affect the attractiveness of the UK as a global investment centre and increase tariff and non-tariff barriers for the UK's trading relationships and, as a result, could have a detrimental impact on UK economic growth. Potential further decreases in interest rates by the Bank of England or sustained low or negative interest rates would put further pressure on interest margins and adversely affect the Group's operating results, financial condition and prospects. Equally, further rises in interest rates (in addition to the rate rise in November 2017) could result in larger default losses which would also impact the Group's operating results, financial condition and prospects.

Asset valuations, currency exchange rates and credit ratings may be particularly subject to increased market volatility during the period of the negotiation of the UK's exit from the EU. The major credit rating agencies downgraded and changed their outlook to negative on the UK's sovereign credit rating following the UK EU Referendum and there is a risk that this may recur during the negotiation of the UK's exit from the EU as the potential terms of the exit (and any transitional period) become public.

The Group is subject to substantial EU-derived regulation and oversight. There remains significant uncertainty as to the respective legal and regulatory environments in which the Group will operate when the UK is no longer a member of the EU. For example, the UK's withdrawal from the EU may result in the adoption of divergent national laws and regulations in the UK, should EU laws and regulations be replaced, in whole or in part, by UK laws which differ from those applicable in the EU. For example, the Group is in the process of implementing a number of key restructuring and strategic initiatives, such as the ring-fencing of its retail banking activities, all of which will be carried out throughout this period of significant uncertainty. This may impact the prospects for successful execution and impose additional pressure on management.

Operationally, there is a significant risk that the Group and other financial institutions may no longer be able to rely on the European passporting framework for financial services (or, an equivalent regime) and may be required to apply for authorisation in multiple EU jurisdictions, the costs, timing and viability of which is uncertain. This uncertainty, and any actions taken as a result of this uncertainty, as well as new or amended rules, may have a significant impact on the Group's operating results, financial condition and prospects. In addition, the lack of clarity of the impact of the UK EU Referendum on foreign nationals' long-term residency permissions in the UK may make it challenging for us to retain and recruit adequate staff, which may adversely impact the Group's business.

The UK political developments described above, along with any further changes in government structure and policies, may lead to further market volatility and changes to the fiscal, monetary and regulatory landscape in which the Group operates

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and could have a material adverse effect on the Group, including its ability to access capital and liquidity on financial terms acceptable to it and, more generally, on the Group's operating results, financial condition and prospects.

6.5 *The Group is subject to regulatory capital and leverage requirements that could limit the Group's operations, and changes to these requirements may further limit and adversely affect the Group's operating results, financial condition and prospects*

The Group is subject to capital adequacy requirements applicable to banks and banking groups under directly applicable EU legislation and as adopted by the Prudential Regulation Authority (the "**PRA**") of the Bank of England ("**BoE**"). The Group is required to maintain a minimum ratio of Common Equity Tier 1 ("**CET1**") capital to risk-weighted assets, Tier 1 capital to risk-weighted assets, total capital to risk-weighted assets and Tier 1 capital to total adjusted assets for leverage monitoring purposes. Any failure by the Group to maintain the Group's ratios above prescribed regulatory minimum levels may result in administrative actions or sanctions. These could potentially include requirements on the Group to cease all or certain lines of new business, to raise new capital resources or, in certain circumstances, a requirement for the Group's existing capital instruments (potentially including the Group's debt securities) to be subjected to bail-in or write down (for more information see the risk factor entitled "*Bail-in and write down powers under the Banking Act and the BRRD may adversely affect the Group's business and the value of securities it may issue*").

The Capital Requirements Directive IV (the "**CRD IV Directive**") and the Capital Requirements Regulation (the "**CRD IV Regulation**") and together with the CRD IV Directive, "**CRD IV**") implemented changes proposed by the Basel Committee on Banking Supervision (the "**Basel Committee**") to the capital adequacy framework, known as "Basel III" in the EU. The CRD IV Regulation is directly applicable in each EU Member State and does not therefore require national implementing measures, whilst the CRD IV Directive has been implemented by EU Member States through national legislative processes. CRD IV was published in the Official Journal on 27 June 2013 and came into effect on 1 January 2014, with particular requirements expected to be fully effective by 2019. CRD IV substantially reflects the Basel III capital and liquidity standards and facilitates the applicable implementation timeframes. On 19 December 2013, the PRA published the initial version of its rules and supervisory statements associated with the implementation of CRD IV, which cover prudential rules for banks, building societies and investment firms. Binding technical standards adopted by the European Commission (the "**Commission**") have also impacted, or may further impact, the capital requirements which apply under CRD IV. The CRD IV regime is expected to continue to evolve. On 23 November 2016, the European Commission first put forward significant draft proposals to amend, among other things, both the CRD IV Regulation and the Capital Requirements Directive (such amended Capital Requirements Regulation to be known as "**CRR 2**" and the Capital Requirements Directive as "**CRD V**"), including to propose a binding leverage ratio, a binding net stable funding ratio and more risk sensitive capital requirements. These reforms remain under discussion and are not expected to enter into force until 2019 at the earliest.

Under the "Pillar 2" framework, the PRA requires the capital resources of UK banks to be maintained at levels which exceed the base capital requirements prescribed by CRD IV and to cover relevant risks in their business (informed by the Group's Internal Capital Adequacy Assessment Process ("**ICAAP**") and with effect from 1 January 2018 set through the PRA's Total Capital Requirement (formerly the Individual Capital Guidance)). In addition, a series of capital buffers has been established under CRD IV and PRA rules to ensure a bank can withstand a period of stress. These buffers, which must be met by CET 1 capital, include the counter-cyclical capital buffer, sectoral capital requirements, a PRA buffer and the capital conservation buffer. The total size of the capital buffers will be informed by the results of the annual concurrent UK stress testing exercises undertaken by the PRA. The BoE's approach to stress testing the UK banking system was outlined in October 2015. The BoE is aiming to develop an approach that is explicitly counter-cyclical, with the severity of the stress test and the associated regulatory capital buffers varying systematically with the state of the financial cycle. Furthermore, the framework is aiming to support a continued improvement in UK banks' risk management and capital planning capabilities, and the BoE expects participating UK banks to demonstrate sustained improvements in their capabilities over time.

The PRA can take action if a bank fails to meet the required capital ratio hurdle rates in the stress testing exercise, and the banks which fail to do so will be required to take action to strengthen their capital position over an appropriate timeframe. If a bank does not meet expectations in its risk management and capital planning capabilities in the stress testing exercise, this may inform the setting of its capital buffers. In March 2018, the BoE published its guidance on its 2018 stress tests, which will contain the same annual cyclical scenario as in 2017, but will not include the biennial exploratory scenario.

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However, the guidance does state that the hurdle rates for the 2018 test will evolve from previous years, namely by (i) the BoE holding banks of greater systemic importance to higher standards; (ii) hurdle rates incorporating buffers to capture domestic systemic importance as well as global systemic importance; (iii) the calculation of minimum capital requirements incorporated in the hurdle rates more accurately reflecting how they would evolve in a real stress scenario; and (iv) adjustments being made to reflect increased loss absorbency that will result from higher provisions in stress under the new international financial reporting standards accounting standard 9 (also known as "**IFRS 9**").

The BoE published results of the stress test in November 2017. Though the results of the PRA's 2017 stress test did not impact on the level of capital that the Group is required to hold, the PRA could, in the future, as a result of stress testing exercises (both in the UK and EU wide) and as part of the exercise of UK macro-prudential capital regulation tools, or through supervisory actions (beyond the changes described below), require UK banks, including the Group, to increase their capital resources further.

The Financial Services Act 2012 empowers the Financial Policy Committee of the BoE (the "**FPC**"), which is a sub-committee of the Court of Directors of the BoE, to give directions to the PRA and the FCA so as to ensure implementation of macro-prudential measures intended to manage systemic risk. For the UK, the FPC sets the countercyclical capital buffer rate on a quarterly basis.

Following its meeting in June 2017, the FPC announced that the countercyclical capital buffer rate would be increased from 0% to 0.5%, with binding effect from June 2018. On 28 November 2017, it further increased the level to 1% with binding effect from November 2018. As a consequence of the Group's UK-focused business, its countercyclical capital buffer rate will reflect substantially all of this increase.

The Financial Services Act 2012 provides the FPC with certain other macro-prudential tools for the management of systemic risk. Since 6 April 2015, these tools have included powers of direction relating to leverage ratios. In September 2017, the FPC made certain recommendations to the PRA in relation to the leverage ratio. In December 2015, the PRA issued a policy statement setting out how it would implement the FPC's direction and recommendations on the leverage ratio. Following a PRA policy statement in October 2017, all major UK banks (including the Group) have been required to hold enough Tier 1 capital (75 per cent. of which must be CET 1 capital) to satisfy a minimum leverage requirement of 3.25 per cent. and enough CET 1 capital to satisfy a counter-cyclical leverage ratio buffer of 35 per cent. of each bank's institution-specific counter-cyclical capital buffer rate. The FPC also directed the PRA to require UK globally systemically important banks ("**G-SIBs**") and domestically systemically important banks, building societies and PRA-regulated investment firms (including the Group) to hold enough CET 1 capital to meet a supplementary leverage ratio buffer of 35 per cent. of the institution-specific G-SIB buffer rate or Systemic Risk Buffer ("**SRB**") for domestically systemically important banks. The supplementary leverage ratio buffer was implemented on 1 January 2016, in line with the G-SIB buffer rate imposed by the Financial Stability Board ("**FSB**"), with the SRB to be applicable from 1 January 2019. The FPC finalised and published its SRB framework on 25 May 2016. Systemic importance is measured using the total assets of ring-fenced bank sub-groups in scope of the SRB, with higher SRB rates applicable as total assets increase. In December 2016, the PRA published its statement of policy on the SRB relevant to ring-fenced bodies. The PRA will review its statement of policy in 2018, following the review of the FPC's SRB framework. The FPC can also direct the PRA to adjust capital requirements in relation to particular sectors through the imposition of sectoral capital requirements. Action taken in the future by the FPC in exercise of any of its powers could result in the regulatory capital requirements applied to the Group being further increased.

In June 2017, the PRA issued a consultation (CP11/17) proposing to implement recommendations made by the FPC in the same document, that the PRA increase the minimum leverage ratio to 3.25%. In that consultation document, the PRA confirmed that, as currently, firms will need to meet the increased requirement with Tier 1 capital, at least 75% of which must be in the form of CET1.

Regulators in the UK and worldwide have also proposed that additional loss absorbency requirements should be applied to systemically important institutions to ensure that there is sufficient loss absorbing and recapitalisation capacity available in resolution. The EU Bank Recovery and Resolution Directive (the "**BRRD**") requires that EU Member States ensure that EU banks meet a Minimum Requirement for Eligible Liabilities ("**MREL**"). The BRRD was transposed into UK law in January 2015, with the provisions on MREL taking effect from 1 January 2016. On 9 November 2015, the FSB also published its final Total Loss-Absorbing Capital ("**TLAC**") standards for G-SIBs. On 11 December 2015, the BoE

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published a consultation paper on its proposed statement of policy on its approach to setting MREL and the PRA published a consultation paper and a draft supervisory statement on the relationship between MREL and capital and leverage buffers. The BoE has indicated that it will set MREL on a case- by-case basis, and that it intends to set MREL for G-SIBs as necessary to implement the TLAC standard. The BoE has also indicated that it intends to set consolidated MREL generally no higher than institutions' current regulatory minimum capital requirements in the period prior to the interim requirement coming into force and consequently there should be no immediate change in regulatory requirements for loss absorbency capacity. For most institutions, the BoE proposes to set a final MREL conformance date of 1 January 2020, although it expects UK G-SIBs to meet the interim TLAC minimum requirement by 1 January 2019. In November 2016, the BoE published its responses to the consultation (the "**Policy Statement**"). A key change to the BoE's policy on MREL is that firms will now be required to meet the interim MREL requirements by 1 January 2020 and to meet full MREL requirements by 1 January 2022. The BoE expects to conduct a review of its general approach to calibrating MREL and to set the final transition date by the end of 2020.

Also in November 2016, the PRA published a supervisory statement (SS16/16) on the relationship between MREL and regulatory buffers, in which the PRA set out its policy, based on key aspects of the FSB standards, that CET1 used to meet the MREL requirement cannot also be used to meet the CRD IV combined buffer, the PRA buffer or the leverage ratio buffers. However, a firm which does not have or expects that it will not have sufficient CET1, in addition to the CET1 counted towards its MREL, to meet its CRD IV combined buffer or the PRA buffer can expect enhanced supervisory action and to be required to prepare a capital restoration plan. On 27 July 2017, the PRA published a consultation paper (CP15/17) on its proposals with regard to, amongst other things, the relationship between the MREL and CRD IV combined buffer, the PRA buffer and the leverage ratio buffers. In particular, the PRA proposes to update its previously expressed policies to clarify its expectations regarding the amount of CET1 that firms should not count simultaneously towards those buffer requirements and MREL (i.e. an amount equal to the size of the usable buffer derived from the two going-concern regimes).

On 6 July 2017, the FSB published its Guiding Principles on the Internal Total Loss-Absorbing Capacity of G-SIBs, suggesting that material subsidiaries of G-SIB groups issue internal TLAC (i.e. equity and TLAC compliant debt instruments to the resolution entities in the group) so that losses and recapitalisation needs of material entities or sub-groups may be passed with legal certainty to the resolution entity of a G-SIB resolution group, without entry into resolution of the subsidiaries within the material sub-group. The BoE noted in its Policy Statement that it was not comprehensive with regard to the requirements relating to MREL. These issues included reporting, disclosure and the treatment of institutions' holdings of MREL liabilities. The BoE noted that its work would continue develop in this regard — as well as its approach to the calibration of MREL within groups (internal MREL) — taking into account international standards including, the FSB's guidance on internal TLAC. The final impact of the TLAC and MREL requirements is not yet known and will depend on the way in which regulators of the Group choose to implement these requirements.

As indicated above, on 23 November 2016, the European Commission published legislative proposals for amendments to CRD IV, the Single Resolution Mechanism Regulation ("**SRMR**") and the BRRD, including a proposal to amend the BRRD by means of an amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt. The package of reforms is aimed at further strengthening the resilience of EU credit institutions and is expected to enter into force (with certain exceptions) no earlier than 2019. The proposed reforms include measures to align the MREL requirements with the FSB TLAC standards. The proposed reforms are to be considered by the European Parliament and the Council of the EU and remain subject to change, although Directive 2017/2399 amending Directive 2014/59/EU, implementing the "non-preferred" senior debt class came into force in December 2017. The final package of reforms may not include all elements of the proposals and new or amended elements may be introduced. Until the proposals are in final form, it is uncertain how they will affect the Group or the holders of the N&C Securities.

In addition, since 31 December 2014, the PRA has had the power under the Financial Services and Markets Act 2000 ("**FSMA**") to make rules requiring a parent undertaking of a bank to make arrangements to facilitate the exercise of resolution powers, including a power to require a group to issue debt instruments. Such powers could have an impact on the liquidity of the Group's debt instruments and could materially increase the Group's cost of funding.

Since 1 January 2014, the Group has also been subject to certain recovery and resolution planning requirements (popularly known as "living wills") for banks and other financial institutions as set out in the PRA Rulebook. These requirements were updated in January 2015 to implement the recovery and resolution framework under the BRRD. The updated

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requirements impose more regular and detailed reporting obligations, including the requirement to submit recovery plans and resolution packs to the PRA and to keep them up to date.

In addition to the above, regulators in the UK and worldwide have produced a range of proposals for future legislative and regulatory changes which could force the Group to comply with certain operational restrictions or take steps to raise further capital, or could increase the Group's expenses, or otherwise adversely affect the Group's operating results, financial condition and prospects. These changes, which could affect the Group as a whole, include the implementation of the Basel Committee on Banking Standards' ("BCBS") new market risk framework, which includes rules made as a result of the BCBS' fundamental review of the trading book. In addition, in December 2017 the Basel Committee published their finalisation of the Basel III framework, with proposed implementation from 1 January 2022. This includes the following elements:

- Revisions to the standardised approach for credit risk, credit valuation adjustment risk and operational risk to address certain weaknesses identified by the Basel Committee.
- Additional constraints on the use of internal model approaches for credit risk, and removing the use of internal model approaches for credit valuation adjustment risk and operational risk.
- The use of an output floor based on standardised approaches.
- The introduction of a leverage ratio buffer for global systemically important banks and refinements to the definition of the leverage ratio exposure measure.

The BCBS, in December 2017, published its final version of reforms relating to the standardised approach, internal approach for credit risk, minimum capital requirements for credit valuation adjustment risk, operational risk, output floor and leverage ratio. The Basel Committee expects these changes to be implemented from January 2022, with transitional arrangements up to January 2027 (although these timelines remain unclear until such rules are translated into draft European and UK legislation).

These measures could have a material adverse effect on the Group's operating results, and consequently, on the Group's business, financial condition and prospects. There is a risk that changes to the UK's capital adequacy regime (including any increase to minimum leverage ratios) may result in increased minimum capital requirements, which could reduce available capital for business purposes and thereby adversely affect the Group's cost of funding, profitability and ability to pay dividends, continue organic growth (including increased lending), or pursue acquisitions or other strategic opportunities (alternatively the Group could restructure its balance sheet to reduce the capital charges incurred pursuant to the PRA's rules in relation to the assets held, or raise additional capital but at increased cost and subject to prevailing market conditions). In addition, changes to the eligibility criteria for Tier 1 and Tier 2 capital may affect the Group's ability to raise Tier 1 and Tier 2 capital and impact the recognition of existing Tier 1 and Tier 2 capital resources in the calculation of the Group's capital position. Furthermore increased capital requirements may negatively affect the Group's return on equity and other financial performance indicators.

The Group's business could be affected if its capital is not managed effectively or if these measures limit the Group's ability to manage its balance sheet and capital resources effectively or to access funding on commercially acceptable terms. Effective management of the Group's capital position is important to the Group's ability to operate its business, to continue to grow organically and to pursue its business strategy.

6.6 The Group is subject to liquidity requirements that could limit the Group's operations, and changes to these requirements may further limit and adversely affect the Group's operating results, financial condition and prospects

As from 1 April 2013, the PRA took over the responsibility for micro-prudential regulation of banks and certain other financial institutions from the Financial Services Authority (the "FSA"). In June 2015, the PRA issued its policy statement on the transfer of the liquidity regime to the CRD IV standard, confirming that the existing regime under BIPRU 12 would cease to apply with effect from 1 October 2015, although certain of the BIPRU requirements are reflected in the new regime.

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Under CRD IV, banks are or will be under transitional measures required to meet two new liquidity standards, consisting of the Liquidity Coverage Ratio (“**LCR**”) and the Net Stable Funding Ratio (“**NSFR**”), which are aimed to promote:

The short-term resilience of banks’ liquidity risk profiles by ensuring they have sufficient high-quality liquid assets to survive a significant stress scenario.

A longer-term resilience by creating incentives for banks to fund their activities with more stable sources of funding on an on-going basis.

6.7 LCR

The LCR is intended to ensure that a bank maintains an adequate level of unencumbered, high quality liquid assets which can be used to offset the net cash outflows the bank could encounter under a short-term significant liquidity stress scenario.

The LCR was introduced in the UK on 1 October 2015. As of 1 January 2018, following a phase-in period, the current minimum requirement for UK banks is set out at 100 per cent. The Group currently meets the minimum requirements set by the PRA, however there can be no assurance that future changes to the applicable liquidity requirements would not have an adverse effect on the financial condition of the Group, the results of its operations and its prospects.

6.8 NSFR

In October 2014, the Basel Committee published its NSFR standard. The NSFR has not yet been implemented within Europe (unlike the LCR). As such there is no formal NSFR requirement applicable to UK or other EU banks until such time as the European Commission adopts appropriate regulatory / technical standards. The NSFR is defined as the amount of available stable funding relative to the amount of required stable funding. Banks are expected to hold an NSFR of at least 100 per cent. on an on-going basis and report its NSFR at least quarterly. Ahead of its planned implementation, the NSFR will remain subject to an observation period. The Group monitors its NSFR on an ongoing basis and stands ready to comply with the standards once agreed.

There is a risk that implementing and maintaining existing and new liquidity requirements, such as through enhanced liquidity risk management systems, may incur significant costs, and more stringent requirements to hold liquid assets may materially affect the Group’s lending business as more funds may be required to acquire or maintain a liquidity buffer, thereby reducing future profitability. This could in turn adversely impact the Group’s operating results, financial condition and prospects.

6.9 *Exposure to UK Government debt could have a material adverse effect on the Group*

Like many other UK banks, the Issuer as the Group’s principal banking entity invests in debt securities of the UK Government largely for liquidity purposes. As of 31 December 2017, approximately 1 per cent. of the Group’s total assets and 35 per cent. of its securities portfolio were comprised of debt securities issued by the UK Government. Any failure by the UK Government to make timely payments under the terms of these securities, or a significant decrease in their market value, will have a material adverse effect on the Group.

6.10 *The Group may suffer adverse effects as a result of the economic and sovereign debt tensions in the eurozone*

Conditions in the capital markets and the economy generally in the Eurozone, which, although improving recently, continue to show signs of fragility and volatility. Interest rate differentials among eurozone countries are affecting government finance and borrowing rates in those economies. This could have a material adverse effect on the Group’s operating results, financial condition and prospects.

The UK EU Referendum caused significant volatility in the global stock and foreign exchange markets (for more information, see the risk factors entitled ‘*The Group is vulnerable to disruptions and volatility in the global financial markets*’ and ‘*Exposure to UK political developments could have a material adverse effect on the Group*’). It may have also encouraged anti-EU and populist parties in other EU Member States, raising the potential for other countries to seek to

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conduct referenda with respect to their continuing membership of the EU. Following the results of the UK EU Referendum the risk of further instability in the eurozone cannot be excluded.

In the past, the ECB and European Council have taken actions with the aim of reducing the risk of contagion in the eurozone and beyond and improving economic and financial stability. Notwithstanding these measures, a significant number of financial institutions throughout Europe have substantial exposures to sovereign debt issued by the eurozone (and other) nations which may be under financial stress. Should any of those nations default on their debt, or experience a significant widening of credit spreads, major financial institutions and banking systems throughout Europe adversely affected with the wider possible adverse consequences for global financial market conditions.

The high cost of capital for some European governments impacted the wholesale markets in the UK, which resulted in an increase in the cost of retail funding and greater competition in the savings market. In the absence of a permanent resolution of the eurozone crisis, conditions could deteriorate.

Although the Group conducts the majority of its business in the UK, the Group has direct and indirect exposure to financial and economic conditions throughout the eurozone economies, including as a result of Banco Santander and other affiliates being situated in the eurozone. General financial and economic conditions in the UK, which directly affect the Group's operating results, financial condition and prospects, may deteriorate as a result of conditions in the eurozone.

6.11 *The Group is exposed to risks faced by other financial institutions*

The Group routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual funds, hedge funds and other institutional clients. Defaults by, and even rumours or questions about the solvency of certain financial institutions and the financial services industry generally, have led to market-wide liquidity problems over the last 10 years and could lead to losses or defaults by other institutions. Many of the routine transactions the Group enters into expose the Group to significant credit risk in the event of default by one of the Group's significant counterparties. A default by a significant financial counterparty, or liquidity problems in the financial services industry generally, could have a material adverse effect on the Group.

6.12 *Liquidity and funding risks are inherent in the Group's business and could have a material adverse effect on the Group*

Liquidity risk is the risk that the Group, although solvent, either does not have available sufficient financial resources to meet its obligations as they fall due or can secure them only at excessive cost. This risk is inherent in any retail and commercial banking business as carried out by the Group and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation. While the Group implements liquidity management processes to seek to mitigate and control these risks, unforeseen systemic market factors in particular make it difficult to eliminate completely these risks. Adverse constraints in the supply of liquidity, including inter-bank lending, which arose between 2009 and 2013, materially and adversely affected the cost of funding the Group's business. There can be no assurance that such constraints will not reoccur. Extreme liquidity constraints may affect the Group's operations and limit the Group's ability to fulfil its regulatory liquidity requirements, as well as limiting growth possibilities.

Disruption and volatility in the global financial markets could have a material adverse effect on the ability of the Group to access capital and liquidity on financial terms acceptable to the Group.

The Group's cost of obtaining funding is directly related to prevailing market interest rates and to the Group's credit spreads. Increases in interest rates and the Group's credit spreads can significantly increase the cost of the Group's funding. Changes in the Group's credit spreads are market-driven, and may be influenced by market perceptions of the Group's creditworthiness. Changes to interest rates and the Group's credit spreads occur continuously and may be unpredictable and highly volatile.

If wholesale markets financing ceases to become available, or becomes excessively expensive, the Group may be forced to raise the rates the Group pays on deposits, with a view to attracting more customers, and/or to sell assets, potentially at depressed prices. The persistence or worsening of these adverse market conditions or an increase in base interest rates

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could have a material adverse effect on the ability of the Group to access liquidity and on its cost of funding (whether directly or indirectly).

Central banks around the world, including the U.S. Federal Reserve Bank and the ECB, made coordinated efforts to increase liquidity in the financial markets in response to the financial crisis and put in place additional facilities, by taking measures such as increasing the amounts they lend directly to financial institutions, lowering interest rates and ensuring that currency swaps markets remain liquid. Over the course of 2017 central banks signalled the start, or in some cases (such as the U.S. Federal Reserve Bank) a continuation, of unwinding such stimulus. In addition to the BoE Base Rate rise on 2 November 2017, the BoE voted to maintain the stock of the quantitative easing programme of £445 billion of assets, comprising £10 billion of corporate bonds and £435 billion of gilts. In October 2017, the ECB announced that it would reduce its monthly volume of bond purchases from January 2018 to €30 billion (from €60 billion). If these current facilities were rapidly removed or significantly reduced, this could have an adverse effect on the Group's ability to access liquidity and on the Group's funding costs. In the U.S., the Federal Reserve increased its policy interest rate by 25 basis points in March 2017, June 2017 and December 2017, and has forecast additional interest rate increases in 2018.

In October 2013, the BoE updated its Sterling Monetary Framework to provide more transparent liquidity insurance support in exceptional circumstances. The Indexed Long-Term Repo Facility will now be available to support regular bank requirements for liquidity while the Discount Window Facility has been reinforced as support for banks experiencing idiosyncratic stress. The Collateralised Term Repo Facility will be made available to support markets in the event of market wide liquidity stress. The Collateralised Term Repo Facility will be made available to support markets in the event of market wide liquidity stress. Further, on 4 August 2016, the BoE announced its Term Funding Scheme ("TFS"), which allows participants to borrow central bank reserves in exchange for eligible collateral. As at 31 December 2017, the Group had drawn £8.5 billion under the TFS. In addition to the TFS, the Group participated in the Funding for Lending Scheme ("FLS"). As at 31 December 2017, the Group had drawn down £3.2 billion of UK treasury bills under the FLS.

The availability of BoE facilities for UK financial institutions reduces the Group's funding costs and reliance on retail and/or wholesale markets by providing the Group with access to cheaper and more attractive funding than other sources. The TFS closed for drawdowns on 28 February 2018, as scheduled. However, the Group remains a borrower under the TFS and has a four year window from the date of each drawdown in which to meet its repayment obligations.

Each of the factors described above: the persistence or worsening of adverse market conditions, and the lack of availability, or withdrawal, of such central bank schemes or an increase in base interest rates, could have a material adverse effect on the Group's liquidity and the cost of funding (whether directly or indirectly).

The Group aims for a funding structure that is consistent with the Group's assets, avoids excessive reliance on short term wholesale funding, attracts enduring commercial deposits and provides diversification in products and tenor. The Group therefore relies, and will continue to rely, on commercial deposits to fund a significant proportion of lending activities. The ongoing availability of this type of funding is sensitive to a variety of factors outside the Group's control, such as general economic conditions and the confidence of commercial depositors in the economy, in general, and in the financial services industry, and the availability and extent of deposit guarantees, as well as competition between banks for deposits or competition with other products, such as mutual funds. A change in any of these factors could significantly increase the amount of commercial deposit withdrawals in a short period of time, thereby reducing the Group's ability to access commercial deposit funding on appropriate terms, or at all, in the future.

The Group anticipates that its customers will continue to make deposits (particularly demand deposits and short-term time deposits), and the Group intends to maintain its emphasis on the use of banking deposits as a source of funds. The short-term nature of some deposits could cause liquidity problems for the Group in the future if deposits are not made in the volumes it expects or are not renewed. If a substantial number of the Group's depositors withdraw their demand deposits or do not roll over their time deposits upon maturity, the Group may be materially and adversely affected.

A sudden or unexpected shortage of funds in the banking system could lead to increased funding costs, a reduction in the term of funding instruments or require the Group to liquidate certain assets. If these circumstances were to arise, this could have a material adverse effect on the Group's operating results, financial condition and prospects.

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6.13 *An adverse movement in the Group's external credit rating would likely increase the Group's cost of funding, require the Group to post additional collateral or take other actions under some of the Group's derivative contracts and adversely affect the Group's interest margins and results of operations*

Credit ratings can in some instances affect the cost and other terms upon which the Group is able to obtain funding. Credit rating agencies regularly evaluate the Group, and their credit ratings of the Group and the Group's debt in issue are based on a number of factors, including the Group's financial strength and that of the UK economy and conditions affecting the financial services industry generally.

Any downgrade in the external credit ratings assigned to the Group or any of the Group's debt securities could have an adverse impact on the Group. In particular, such downgrade in the Group's credit ratings could increase the Group's borrowing costs and could require the Group to post additional collateral or take other actions under some of the Group's derivative contracts, and could limit the Group's access to capital markets and adversely affect its commercial business. For example, a credit rating downgrade could adversely affect the Group's ability to sell or market certain of its products, engage in certain longer-term transactions and derivatives transactions and retain its customers, particularly customers who need a minimum rating threshold in order to invest.

In addition, under the terms of certain of the Group's derivative contracts, the Group may be required to maintain a minimum credit rating or otherwise the Group's counterparties may be able to terminate such contracts. Any of these results of a credit rating downgrade could, in turn, reduce the Group's liquidity and have an adverse effect on the Group, including the Group's operating results, financial condition and prospects. For example, the Group estimates that as at 31 December 2017, if Fitch, Moody's and S&P were concurrently to downgrade the long-term credit ratings of Santander UK Group Holdings plc and the Issuer by one notch, and thereby trigger a short-term credit rating downgrade, this could result in an outflow of £3.9 billion of cash and collateral. A hypothetical two notch downgrade would result in a further outflow of £0.2 billion of cash and collateral as at 31 December 2017. These outflow requirements are however captured under the LCR regime.

However, while certain potential impacts are contractual and quantifiable, the full consequences of a credit rating downgrade are inherently uncertain, as they depend upon numerous dynamic, complex and inter-related factors and assumptions, including market conditions at the time of any downgrade, whether any downgrade of a firm's long-term credit rating precipitates downgrades to its short-term credit rating, and assumptions about the potential behaviours of various customers, investors and counterparties. Actual outflows could be higher or lower than this hypothetical example, depending upon certain factors including any management or restructuring actions that could be taken to reduce cash outflows and the potential liquidity impact from a loss of unsecured funding (such as from money market funds) or loss of secured funding capacity.

Although unsecured and secured funding stresses are included in the Group's stress testing scenarios and a portion of the Group's total liquid assets is held against these risks, it is still the case that a credit rating downgrade could have a material adverse effect on the Group. In addition, if certain counterparties terminated derivative contracts with the Group, and the Group was unable to replace such contracts, the Group's market risk profile could be altered.

Following the results of the UK referendum on EU membership, S&P Global Ratings and Moody's Investors Service affirmed the long-term credit ratings and changed the ratings outlooks of most major UK banks because of the medium term impact of political and market uncertainty. The Issuer's long-term debt is currently rated investment grade by the major rating agencies: Aa3 with a negative outlook by Moody's, A with a negative outlook by S&P and A with a stable outlook by Fitch. Santander UK Group Holdings plc's long-term debt is currently rated by the major rating agencies: Baa1 with a negative outlook by Moody's, BBB with a stable outlook by S&P and A with a stable outlook by Fitch.

If a downgrade of any Group member's long-term credit ratings were to occur, it could also impact the short-term credit ratings of other members of the Group. Should there be any removal of systemic support by the UK Government, all things being equal, the impact on the Group's long-term credit-rating could potentially increase the cost of some of its wholesale borrowing and its ability to secure both long-term and short-term funding may be reduced.

In September 2017, Moody's Investors Service downgraded the UK's sovereign credit rating due to their concerns around the government's fiscal consolidation plans and challenges to policy-making from the UK's exit from the EU. Changes to

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the UK sovereign credit rating, or the perception that further changes may occur, could have a material adverse effect on the Group's operating results, financial condition, prospects and the marketability and trading value of the Group's securities. This might also impact on the Group's own credit rating, borrowing costs and the Group's ability to secure funding. Changes to the UK sovereign credit rating, or the perception that further changes may occur, could also have a material effect in depressing consumer confidence, restricting the availability, and increasing the cost, of funding for individuals and companies, further depressing economic activity, increasing unemployment and/or reducing asset prices.

There can be no assurance that the credit rating agencies will maintain the Group's current credit ratings or outlooks. The Group's failure to maintain favourable credit ratings and outlooks could increase the Group's cost of funding and adversely affect the Group's interest margins, which could have a material adverse effect on the Group.

6.14 *The Group's financial results are constantly exposed to market risk. The Group is subject to fluctuations in interest rates and other market conditions, which may materially adversely affect the Group*

Market risk refers to the probability of variations in the Group's net interest income or in the market value of the Group's assets and liabilities due to volatility of interest rates, exchange rates or equity prices. Changes in interest rates would affect the following areas, among others, of the Group's business:

- net interest income;
- the volume of loans originated;
- the market value of the Group's securities holdings;
- gains from sales of loans and securities;
- the worsening pensions deficit; and
- gains and losses from derivatives.

Interest rates are highly sensitive to many factors beyond the control of the Group, including increased regulation of the financial sector, monetary policies, domestic and international economic and political conditions and other factors. Variations in interest rates could affect the Group's net interest income, which comprises the majority of its revenue, reducing its growth rate and potentially resulting in losses. This results from the different effect that a change in interest rates may have on the interest earned on the Group's assets and the interest paid on its borrowings. In addition, the Group may incur costs (which, in turn, will impact its results) as it implements strategies to reduce future interest rate exposures.

Increases in interest rates may reduce the volume of loans the Group originates. Sustained high interest rates have historically discouraged customers from borrowing and have resulted in increased delinquencies in outstanding loans and deterioration in the quality of assets. Increases in interest rates may also reduce the propensity of the Group's customers to prepay or refinance fixed-rate loans, reduce the value of the Group's financial assets and reduce gains or require the Group to record losses on sales of the Group's loans or securities.

Due to the historically low interest rate environment in the UK in recent years, the rates of the Group's interest-bearing deposit products have been priced at or near zero, which may limit the Group's ability to further reduce customer rates in the event of further cuts to the BoE Base Rate and thus, negatively impact the Group's margins. Notwithstanding the November 2017 increase in the BoE Base Rate to 0.5%, if a generally low interest rate environment in the UK persists in the long term, it may be difficult for the Group to increase net interest income, which will impact the results of the Group.

The Group is also exposed to foreign exchange rate risk as a result of mismatches between assets and liabilities denominated in different currencies. Fluctuations in the exchange rate between currencies may negatively affect the Group's earnings and value of the Group's assets and securities. The Group's capital is stated in pound sterling and the Group does not fully hedge the Group's capital position against changes in currency exchange rates. Although the Group seeks to hedge most of the Group's currency risk, through hedging and purchase of cross-currency swaps, these hedges do not eliminate currency risk and the Group can make no assurance that it will not suffer adverse financial consequences as a

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result of currency fluctuations. The volatility in the value of the pound sterling in the wake of the result of the UK EU Referendum may persist as negotiations for exit continue and continued significant exchange rate volatility and the depreciation of the pound sterling in particular could have an adverse impact on the Group's results of operations and its ability to meet its U.S. dollar and euro-denominated obligations, and which could have a material adverse effect on the Group's operating results, financial condition and prospects.

The Group is also exposed to equity price risk in its investments in equity securities in the banking book and in the trading portfolio. The performance of financial markets may cause changes in the value of the Group's investment and trading portfolios. The volatility of world equity markets, due to the continued economic uncertainty and sovereign debt tensions, has had a particularly strong impact on the financial sector. Continued volatility may affect the value of the Group's investments in equity securities and, depending on their fair value and future recovery expectations, could become a permanent impairment, which would be subject to write-offs against the Group's results. To the extent any of these risks materialise, the Group's net interest income or the market value of the Group's assets and liabilities could be adversely affected.

6.15 ***Market conditions have resulted in, and could continue to result in, material changes to the estimated fair values of the Group's financial assets. Negative fair value adjustments could have a material adverse effect on the Group's operating results, financial condition and prospects***

In the past 10 years, financial markets have been subject to significant stress resulting in steep falls in perceived or actual financial asset values, particularly due to volatility in global financial markets and the resulting widening of credit spreads. The Group has material exposures to securities, loans, derivatives and other investments that are recorded at fair value and are therefore exposed to potential negative fair value adjustments. Asset valuations in future periods, reflecting then prevailing market conditions, may result in negative changes in the fair values of the Group's financial assets. In addition, the value ultimately realised by the Group on disposal may be lower than the current fair value. Any of these factors could require the Group to record negative fair value adjustments, which may have a material adverse effect on the Group's operating results, financial condition and prospects.

In addition, to the extent that fair values are determined using financial valuation models, such values may be inaccurate or subject to change, as the data used by such models may not be available or may become unavailable due to changes in market conditions, particularly for illiquid assets and in times of economic instability. In such circumstances, the Group's valuation methodologies require the Group to make assumptions, judgements and estimates in order to establish fair value.

This is a challenging task as reliable assumptions are difficult to make and are inherently uncertain. Moreover, valuation models are complex, making them inherently imperfect predictors of actual results. Any consequential impairments or write-downs could have a material adverse effect on the Group's operating results, financial condition and prospects.

6.16 ***Failure to successfully implement and continue to improve the Group's credit risk management systems could materially and adversely affect the Group's business***

As a commercial banking group, one of the main types of risks inherent in the Group's business is credit risk. For example, an important feature of the Group's credit risk management system is to employ the Group's own credit rating system to assess the particular risk profile of a customer. This system is primarily generated internally but, in the case of counterparties with a global presence, also builds off the credit assessment assigned by other Banco Santander Group members. As this process involves detailed analyses of the customer or credit risk, taking into account both quantitative and qualitative factors, it is subject to human or IT systems errors. In exercising their judgement on current or future credit risk behaviour of the Group's customers, the Group's employees may not always be able to assign a correct credit rating, which may result in the Group being exposed to higher credit risks than indicated by the Group's risk rating system.

In addition, the Group has refined its credit policies and guidelines to address potential risks associated with particular industries or types of customers, such as affiliated entities and the Group's customers. However, the Group may not be able to detect all possible risks before they occur, or the Group's employees may not be able to effectively implement the Group's credit policies and guidelines due to limited tools available to the Group, which may increase the Group's credit risk. Failure to effectively implement, consistently monitor or refine the Group's credit risk management system may result

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in an increase in the level of non-performing loans and a higher risk exposure for the Group, which could have a material adverse effect on the Group.

6.17 *The Group is subject to various risks associated with the Group's derivative transactions that could have a material adverse effect on the Group*

Certain Group entities enter into derivative transactions for trading purposes as well as for hedging purposes. The Group is subject to various risks associated with these transactions, including market risk, operational risk, basis risk (the risk of loss associated with variations in the spread between the asset yield and the funding and/or hedge cost) and credit or counterparty risk (the risk of insolvency or other inability of the counterparty to a particular transaction to perform its obligations thereunder, including providing sufficient collateral).

Market practices and documentation for derivative transactions in the UK may differ from those in other countries. In addition, the execution and performance of these transactions depends on the Group's ability to develop adequate control and administration systems and to hire and retain qualified personnel. Moreover, the Group's ability to adequately monitor, analyse and report derivative transactions continues to depend, to a great extent, on the Group's information technology systems. This factor further increases the risks associated with these transactions and could have a material adverse effect on the Group.

6.18 *Operational risks, including risks relating to data and information collection, processing, storage and security are inherent in the Group's business*

Like other financial institutions with a large customer base, the Group manages and holds confidential personal information of customers in the conduct of its banking operations, as well as a large number of assets. Accordingly, the business of the Group depends on the ability to process a large number of transactions efficiently and accurately, and on the Group's ability to rely on the Group's people, digital technologies, computer and email services, software and networks, as well as the secure processing, storage and transmission of confidential and other information in the Group's computer systems and networks, and through the adoption of cloud computing services. The proper functioning of financial control, accounting or other data collection and processing systems is critical to the Group's business and to the Group's ability to compete effectively. Losses can result from inadequate personnel, human error, inadequate or failed internal control processes and systems or from external events that interrupt normal business operations. The Group also faces the risk that the design of the Group's controls and procedures prove to be inadequate or are circumvented. Although the Group works with its clients, vendors, service providers, counterparties and other third parties to develop secure transmission capabilities and prevent against information security risk, the Group routinely exchanges personal, confidential and proprietary information by electronic means, and the Group may be the target of attempted hacking. Adoption of cloud based computing services in order to improve technological resilience and cost-effectiveness could bring with it risks to the information the Group processes if it does not take care to implement appropriate controls such as strong authentication and encryption. If the Group cannot maintain an effective data collection, management and processing system or the Group fails to maintain complete physical and electronic records, this could result in regulatory sanctions, including under the General Data Protection Regulation, which came into force on 25 May 2018. Any such failures or sanctions could result in serious reputational or financial harm to the Group.

6.19 *Infrastructure and technology resilience*

The Group takes protective measures and continuously monitors and develops its systems to safeguard the Group's technology infrastructure and data from misappropriation or corruption, but the Group's systems, software and networks nevertheless may be vulnerable to unauthorised access, misuse, computer viruses or other malicious code and other events that could have a security impact. An interception, misuse or mishandling of personal, confidential or proprietary information sent to or received from a client, vendor, service provider, counterparty or third party could result in legal liability, regulatory action and reputational harm. Furthermore, the Group may be required to expend significant additional resources to modify the Group's protective measures or to investigate and remediate vulnerabilities or other exposures. The Group expects its programmes of change to have an effect on its risk profile, both technological and regulatory. Whether it is the opportunities from adoption of cloud technology, systems to support important regulatory initiatives, or the desire to identify, prioritise and remove obsolete systems from operations, the operational risk associated with systems change is likely to increase and this will therefore remain an area of focus in the Group's risk management. There can be no

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assurance that the Group will not suffer material losses from operational risks in the future, including those relating to any security breaches.

6.20 *Cyber security*

In particular, the Group has in recent years seen computer systems of companies and organisations being targeted, not only by cyber criminals, but also by activists and rogue nation states. In common with other large UK financial institutions with a large customer base, the Group manages and holds confidential personal information of customers in the conduct of its banking operations, as well as a large number of assets. Accordingly the Group has been and continues to be subject to a range of cyber-attacks, such as denial of service, malware and phishing. Cyber-attacks could give rise to the loss of significant amounts of customer data and other sensitive information, as well as significant levels of liquid assets (including cash). In addition, cyber-attacks could give rise to the disablement of the Group's information technology systems used to service its customers. As attempted attacks continue to evolve in scope and sophistication, the Group may incur significant costs in the Group's attempt to modify or enhance its protective measures against such attacks, or to investigate or remediate any vulnerability or resulting breach, or in communicating cyber-attacks to the customers of the Group. If the Group fails to effectively manage the Group's cyber security risk, for example by failing to update the Group's systems and processes in response to new threats, this could harm the Group's reputation and adversely affect the Group's operating results, financial condition and prospects through the payment of customer compensation, regulatory penalties and fines and/or through the loss of assets. Factors such as failing to apply critical security patches from its technology providers, to manage out obsolete technology or to update its processes in response to new threats could give rise to these impacts.

In addition, the Group may also be impacted by cyber-attacks against national critical infrastructures in the UK, for example, the telecommunications network. In common with other financial institutions the Group is dependent on such networks and any cyber-attack against these networks could negatively affect its ability to service its customers. As the Group does not operate these networks, it has limited ability to protect its business from the adverse effects of cyber-attack against them.

Further, the domestic and global financial services industry, including key financial market infrastructure, may be the target of cyber disruption and attack by cyber criminals, activists and rogue states looking to cause economic instability. The Group has limited ability to protect its business from the adverse effects of cyber disruption or attack against its counterparties and key financial market infrastructure. If such a disruption or attack were to occur it could cause serious operational and financial harm to the Group.

6.21 *Procedure and policy compliance*

The Group also manages and holds confidential personal information of customers in the conduct of the Group's banking operations. Although the Group has procedures and controls to safeguard personal information in the Group's possession, unauthorised disclosures could subject it to legal actions and administrative sanctions as well as damages that could materially and adversely affect its operating results, financial condition and prospects.

Further, the Group's business is exposed to risk from potential non-compliance with policies, employee misconduct or negligence and fraud, which could result in regulatory sanctions and serious reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to the actions of "rogue traders" or other employees. It is not always possible to deter or prevent employee misconduct, and the precautions the Group takes to detect and prevent this activity may not always be effective.

The Group may be required to report events related to information security issues (including any cyber security issues), events where customer information may be compromised, unauthorised access and other security breaches, to the relevant regulatory authorities. Any material disruption or slowdown of the Group's systems could cause information, including data related to customer requests, to be lost or to be delivered to the Group's clients with delays or errors, which could reduce demand for the Group's services and products and could materially and adversely affect the Group.

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6.22 *Any failure to effectively improve or upgrade the Group's information technology infrastructure and management information systems in a timely manner could have a material adverse effect on the Group*

The Group's business and its ability to remain competitive depends to a significant extent upon the functionality of the Group's information technology systems (including Partenon, the global banking information technology platform utilised by the Issuer and Banco Santander, S.A.), and on the Group's ability to upgrade and expand the capacity of the Group's information technology on a timely and cost-effective basis. The proper functioning of the Group's financial control, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between the Group branches and main data processing centres, are critical to the Group's business and the Group's ability to compete. The Group must continually make significant investments and improvements in the Group's information technology infrastructure in order to remain competitive. The Group cannot be certain that in the future it will be able to maintain the level of capital expenditure necessary to support the improvement, expansion or upgrading of its information technology infrastructure as effectively as the Group's competitors. This may result in a loss of the competitive advantages that the Group believes the Group's information technology systems provide. Any failure to effectively improve, expand or upgrade its information technology infrastructure and management information systems in a timely manner could have a material adverse effect on the Group.

6.23 *The Group may be exposed to unidentified or unanticipated risks despite the Group's risk management policies, procedures and methods*

The management of risk is an integral part of the Group's activities. The Group seeks to monitor and manage the Group's risk exposure through a variety of risk reporting systems. While the Group employs a broad and diversified set of risk monitoring and risk mitigation techniques, such techniques and strategies may not be fully effective in mitigating its risk exposure in all economic market environments or against all types of risk, including risks that the Group fails to identify or anticipate.

Some of the Group's qualitative tools and metrics for managing risk are based upon the Group's use of observed historical market behaviour. The Group applies statistical and other tools to these observations to arrive at quantifications of the Group's risk exposures. These qualitative tools and metrics may fail to predict future risk exposures. These risk exposures could, for example, arise from factors the Group does not anticipate or correctly evaluate in the Group's statistical models. This would limit the Group's ability to manage the Group's risks. The Group's losses thus could be significantly greater than the historical measures indicate. In addition, the Group's quantified modelling does not take all risks into account. The Group's more qualitative approach to managing those risks could prove insufficient, exposing the Group to material, unanticipated losses. The Group could face adverse consequences as a result of decisions, which may lead to actions by management, based on models that are poorly developed, implemented or used, or as a result of the modelled outcome being misunderstood. If existing or potential customers or counterparties believe the Group's risk management is inadequate, they could take their business elsewhere or to seek to limit their transactions with the Group. This could have a material adverse effect on the Group's reputation, operating results, financial condition and prospects.

6.24 *Competition with other financial institutions could adversely affect the Group*

The Group faces substantial competition in all parts of its business, including in originating loans and in attracting deposits, through its banking entities. The competition in originating loans comes principally from other domestic and foreign banks, mortgage banking companies, consumer finance companies, insurance companies and other lenders and purchasers of loans. The market for UK financial services is highly competitive and the Group faces substantial competition in all parts of its business. As such, the Group constantly monitors competition, which arises from a number of financial institutions of different sizes and with a range of business models. Moreover, the recent financial crisis continues to reshape the banking landscape in the UK, particularly the financial services and mortgage markets, reinforcing the importance of a retail deposit funding base and being well capitalised. The Group's competitors have moved increasingly towards a policy of concentrating on the highest quality customers and there is strong competition for these customers.

Additionally, a large number of new entrants are increasingly entering the UK financial services market place. Again the Group identifies and closely monitors this set of new entrants and takes account of this in its management actions. Their arrival has further intensified competition as they seek to gain market share in a number of banking sector areas, including for example payments, investments, lending, foreign exchange and data aggregation. The Group also faces competition

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from non-bank competitors, such as supermarkets, department stores, electronic money institutions and technology firms, and generally from other loan or credit providers. The Group also competes with the UK Government owned National Savings & Investments for deposits.

Further, the rise in customer use of internet and mobile banking platforms in recent years could negatively impact the Group's investments in bank premises, equipment and personnel for its branch network. The persistence or acceleration of this shift in demand towards internet and mobile banking may necessitate changes to the Group's retail distribution strategy, which may include closing and/or selling certain branches and restructuring remaining branches and work force. These actions could lead to losses on these assets and may lead to increased expenditures to renovate, reconfigure or close a number of remaining branches or to otherwise reform the Group's retail distribution channel. Furthermore, the Group's failure to swiftly and effectively implement such changes to its distribution strategy could have an adverse effect on the Group's competitive position.

The Group expects competition to intensify in response to consumer demand, technological changes, the potential impact of consolidation, regulatory actions and other factors. For example, the Payment Services Directive II ("PSD2") will open up access to customers' online account and payments data to third party providers. This will accelerate the digital disruption that is reshaping the financial services industry and enable the provision of entirely new types of services. There will be structural reform of the UK banking sector as banks implement the Banking Reform Act, which may lead to increased competition in UK Retail or wholesale banking activities. A strong political and regulatory will to foster consumer choice in financial services could lead to even greater competition (for more information, see the risk factor entitled "*The Group is subject to substantial regulation and government oversight which could adversely affect the Group's business and operations*"). There can be no assurance that this increased competition will not adversely affect the Group's growth prospects, and therefore its operations.

If financial markets remain unstable, financial institution consolidation may continue (whether as a result of the UK Government taking ownership and control over other financial institutions in the UK or otherwise). Financial institution consolidation could also result from the UK Government's recent disposals of stakes in financial institutions it previously controlled and any future disposals of retained stakes in other financial institutions. Such consolidation, by increasing the size and capabilities of the Group's competitors, could adversely affect the Group's operating results, financial condition and prospects. There can be no assurance that this will not adversely affect the Group's growth prospects, and therefore its operations.

The Group considers competition in its management actions, as appropriate, such as pricing and product decisions. Increasing competition could mean that the Group increases its rates offered on deposits or lower the rates it charges on loans, which could also have a material adverse effect on the Group, including its profitability. It may also negatively affect the Group's business results and prospects by, among other things, limiting the Group's ability to increase its customer base and expand its operations and increasing competition for investment opportunities.

6.25 ***The Group's ability to maintain the Group's competitive position depends, in part, on the success of new products and services the Group offers its customers and its ability to continue offering products and services from third parties, and the Group may not be able to manage various risks it faces as it expands the Group's range of products and services that could have a material adverse effect on the Group***

The success of the Group's operations and the Group's profitability depends, in part, on the success of new products and services the Group offers its customers. However, the Group cannot guarantee that the Group's new products and services will be responsive to customer demands or successful once they are offered to the Group's customers, or that they will be successful in the future. In addition, the Group's customers' needs or desires may change over time, and such changes may render the Group's products and services obsolete, outdated or unattractive, and the Group may not be able to develop new products that meet its customers' changing needs. If the Group cannot respond in a timely fashion to the changing needs of its customers, it may lose customers, which could in turn materially and adversely affect the Group. Its success is also dependent on its ability to anticipate and leverage new and existing technologies that may have an impact on products and services in the banking industry. Furthermore, the widespread adoption of new technologies, including cryptocurrencies and payment systems, could require substantial expenditures to modify or adapt existing products and services as the Group continues to grow its internet and mobile banking capabilities. Technological changes may further intensify and complicate the competitive landscape and influence customer choices.

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As the Group expands the range of its products and services, some of which may be at an early stage of development in the UK market, the Group will be exposed to new and potentially increasingly complex risks, including conduct risk and development expenses. The Group's employees and risk management systems, as well as its experience and that of the Group's partners, may not be sufficient or adequate to enable the Group to properly handle or manage such risks. In addition, the cost of developing products that are not launched is likely to affect the Group's operating results.

Further, the Group's customers may raise complaints and seek redress if they consider that they have suffered loss from the Group's products and services; for example, as a result of any alleged mis-selling or incorrect application of the terms and conditions of a particular product. This could in turn subject the Group to risks of potential legal action by the Group's customers and intervention by the Group's regulators. For further detail on the Group's legal and regulatory risk exposures, see the risk factors entitled "*The Group is exposed to risk of loss from legal and regulatory proceedings*" and "*Potential intervention by the FCA, the PRA, the CMA or an overseas regulator may occur, particularly in response to customer complaints*".

Any or all of the above factors, individually or collectively, could have a material adverse effect on the Group.

6.26 *If the level of non-performing loans increases or the credit quality of the Group's loans deteriorates in the future, or if the Group's loan loss reserves are insufficient to cover loan losses, this could have a material adverse effect on the Group*

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Group's business. Non-performing or low credit quality loans have in the past, and can continue to, negatively impact the Group's operating results, financial condition and prospects. In particular, the amount of the Group's reported non-performing loans may increase in the future as a result of growth in the Group's total loan portfolio, including as a result of loan portfolios that the Group may acquire in the future, or factors beyond the Group's control, such as adverse changes in the credit quality of the Group's borrowers and counterparties, a general deterioration in the UK or global economic conditions, the impact of political events, events affecting certain industries or events affecting financial markets and global economies. The Group cannot be sure that it will be able to effectively control the level of impaired loans in, or the credit quality of, the Group's total loan portfolio.

The Group's current loan loss reserves may not be adequate to cover an increase in the amount of non-performing loans or any future deterioration in the overall credit quality of the Group's total loan portfolio. The Group's loan loss reserves are based on the Group's current assessment of and expectations concerning various factors affecting the quality of the Group's loan portfolio. These factors include, among other things, the Group's borrowers' financial condition, repayment abilities and repayment intentions, the realisable value of any collateral, the prospects for support from any guarantor, government macroeconomic policies, interest rates and the legal and regulatory environment. As the recent global financial crisis has demonstrated, many of these factors are beyond the Group's control. As a result, there is no precise method for predicting loan and credit losses, and the Group cannot provide any assurance that the Group's current or future loan loss reserves will be sufficient to cover actual losses.

If the Group's assessment of, and expectations concerning, the above mentioned factors differ from actual developments, if the quality of the Group's total loan portfolio deteriorates, for any reason, including the increase in lending to individuals and small and medium enterprises, the volume increase in the credit card portfolio and the introduction of new products or if the future actual losses exceed the Group's estimates of incurred losses, the Group may be required to increase the Group's loan loss reserves, which may adversely affect the Group. If the Group is unable to control or reduce the level of the Group's non-performing or poor credit quality loans, this could have a material adverse effect on the Group.

Interest rates payable on a significant portion of the Group's outstanding mortgage loan products fluctuate over time due to, among other factors, changes in the Bank of England base rate. As a result borrowers with variable interest rate mortgage loans are exposed to increased monthly payments when the related mortgage interest rate adjusts upward. Similarly, borrowers of mortgage loans with fixed or introductory rates adjusting to variable rates after an initial period are exposed to the risk of increased monthly payments at the end of this period. This risk may be slightly greater following the Bank of England Base Rate increase to 0.5% in November 2017. Over the last few years both variable and fixed interest rates have been at historically low levels, which has benefited borrowers of new loans and those repaying existing variable rate loans regardless of special or introductory rates. Future increases in borrowers' required monthly payments may result

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in higher delinquency rates and losses in the future. Borrowers seeking to avoid these increased monthly payments by refinancing their mortgage loans may no longer be able to find available replacement loans at comparably low interest rates. These events, alone or in combination, may contribute to higher delinquency rates and losses for the Group.

6.27 *The Group's loan portfolio is subject to risk of prepayment, which could have a material adverse effect on the Group*

The Group's loan portfolio is subject to prepayment risk, which results from the ability of a borrower or issuer to pay a debt obligation prior to maturity. Generally, in a low interest rate environment, prepayment activity increases, which reduces the weighted average lives of the Group's earning assets and could have a material adverse effect on the Group. The Group would also be required to amortise net premiums into income over a shorter period of time, thereby reducing the corresponding asset yield and net interest income. Prepayment risk also has a significant adverse impact on credit card and collateralised mortgage loans, since prepayments could shorten the weighted average life of these assets, which may result in a mismatch in the Group's funding obligations and reinvestment at lower yields. Prepayment risk is inherent to the Group's commercial activity and an increase in prepayments could have a material adverse effect on the Group.

6.28 *The value of the collateral, including real estate, securing the Group's loans may not be sufficient, and the Group may be unable to realise the full value of the collateral securing its loan portfolio*

The value of the collateral securing the Group's loan portfolio may significantly fluctuate or decline due to factors beyond its control, including macroeconomic factors affecting the UK's economy. The residential mortgage loan portfolio of the Group constitutes one of the Group's principal assets, comprising 77 per cent. of the Group's loan portfolio as of 31 December 2017. As a result, the Group is highly exposed to developments in the residential property market in the UK.

House price activity has slowed since the UK EU Referendum, most noticeably in central London, although house price activity generally continues to be supported by certain economic fundamentals including low mortgage rates (notwithstanding the recent Bank of England Base Rate increase to 0.5%), healthy consumer confidence levels, falling unemployment and positive real earnings growth. Nevertheless, any increase in house prices may be limited should real earnings growth weaken. The depth of the previous house price declines as well as the continuing uncertainty as to the extent and sustainability of the UK economic recovery will mean that losses could be incurred on loans should they go into possession.

The value of the collateral securing the Group's loan portfolio may also be adversely affected by force majeure events such as natural disasters like floods or landslides. Any force majeure event may cause widespread damage and could have an adverse impact on the economy of the affected region and may therefore impair the asset quality of the Group's loan portfolio in that area.

The Group may also not have sufficiently up-to-date information on the value of collateral, which may result in an inaccurate assessment for impairment losses of the Group's loans secured by such collateral. If any of the above were to occur, the Group may need to make additional provisions to cover actual impairment losses of the Group's loans, which may materially and adversely affect the Group's operating results, financial condition and prospects.

6.29 *If the Group is unable to manage the growth of its operations, this could have an adverse impact on the Group's profitability*

The Group allocates management and planning resources to develop strategic plans for organic growth, and to identify possible acquisitions and disposals and areas for restructuring its businesses when necessary.

From time to time, the Group evaluates acquisition and partnership opportunities that the Group believes could offer additional value to its shareholders and are consistent with the Group's business strategy. However, the Group may not be able to identify suitable acquisition or partnership candidates, and it may not be able to acquire promising targets or form partnerships on favourable terms or at all. Furthermore preparations for acquisitions that the Group does not complete can be disruptive. The Group bases its assessment of potential acquisitions and partnerships on limited and potentially inexact information and on assumptions with respect to value, operations, profitability and other matters that may prove to be incorrect. The Group's ability to benefit from any such acquisitions and partnerships will depend in part on the Group's successful integration of those businesses. Such integration entails significant risks such as challenges in retaining the

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customers and employees of the acquired businesses, unforeseen difficulties in integrating operations and systems and unexpected liabilities or contingencies relating to the acquired businesses, including legal claims. The Group can give no assurances that its expectations with regards to integration and synergies will materialise.

The Group also cannot provide assurance that it will, in all cases, be able to manage its growth effectively or deliver its strategic growth decisions, including its ability to:

- Manage efficiently the Group's operations and employees of expanding businesses.
- Maintain or grow the Group's existing customer base.
- Fully due diligence and assess strengths and weaknesses of investment or acquisition candidates.
- Finance strategic opportunities, investments or acquisitions.
- Fully integrate strategic investments, or newly-established entities or acquisitions, in line with the Group's strategy.
- Align the Group's current information technology systems adequately with those of an enlarged group.
- Apply the Group's risk management policy effectively to an enlarged group.
- Manage a growing number of entities without over-committing management or losing key personnel.

Any failure to manage the Group's growth effectively, including any or all of the above challenges associated with the Group's growth plans, could have a material adverse effect on the Group's operating results, financial condition and prospects.

In addition, any acquisition or venture could result in the loss of key employees and inconsistencies in standards, controls, procedures and policies.

Moreover, the success of the acquisition or venture will at least in part be subject to a number of political, economic and other factors that are beyond the Group's control. Any or all of these factors, individually or collectively, could have a material adverse effect on the Group.

6.30 *Goodwill impairments may be required in relation to acquired businesses*

The Group has made business acquisitions in recent years and may make further acquisitions in the future. It is possible that the goodwill which has been attributed, or may be attributed, to these businesses may have to be written-down if the Group's valuation assumptions are required to be reassessed as a result of any deterioration in their underlying profitability, asset quality and other relevant matters. Impairment testing in respect of goodwill is performed annually, and more frequently if there are impairment indicators present, and comprises a comparison of the carrying amount of the cash-generating unit with its recoverable amount. Goodwill impairment does not however affect the Group's regulatory capital. Whilst no impairment of goodwill was recognised in 2016 or 2017, there can be no assurances that the Group will not have to write down the value attributed to goodwill in the future, which would adversely affect the Group's results and net assets.

6.31 *The Group is subject to substantial regulation and governmental oversight which could adversely affect the Group's business and operations*

Supervision and new regulation

As a financial services group, the Group is subject to extensive financial services laws, regulations, administrative actions and policies in the UK, the EU and each other location in which the Group operates, including in the US. As well as being subject to UK regulation, as part of the Banco Santander group, the Group is also impacted through regulation by the Banco de España (the Bank of Spain) and, at a corporate level, by the ECB. The laws, regulations and policies to which the

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Group is subject may be changed at any time. In addition, the interpretation and the application of those laws, regulations and policies by regulators are also subject to change. Extensive legislation and implementing regulations affecting the financial services industry have recently been adopted in regions that directly or indirectly affect the Group's business, including Spain, the US, the EU, Latin America and other jurisdictions.

The manner in which financial services laws, regulations and policies are applied to the operations of financial institutions is still evolving. Moreover, to the extent these laws, regulations and policies are implemented inconsistently in the UK, the Group may face higher compliance costs. Any legislative or regulatory actions and any required changes to the Group's business operations resulting from such laws, regulations and policies as well as any deficiencies in the Group's compliance with such laws, regulations and policies, could result in significant loss of revenue, limit the Group's ability to pursue business opportunities in which the Group might otherwise consider engaging and limit the Group's ability to provide certain products and services. They may also affect the value of assets that the Group holds, requiring the Group to increase its prices and therefore reduce demand for its products, impose additional compliance and other costs on the Group or otherwise adversely affect the Group's businesses. Accordingly, there can be no assurance that future changes in laws, regulations and policies or in their interpretation or application will not adversely affect the Group.

During recent periods of market turmoil, there have been unprecedented levels of government and regulatory intervention and scrutiny, and changes to the regulations governing financial institutions and the conduct of business. In addition, in light of the financial crisis, regulatory and governmental authorities are considering, or may consider, further enhanced or new legal or regulatory requirements intended to prevent future crises or otherwise assure the stability of institutions under their supervision. This intensive approach to supervision is maintained by the PRA and the FCA.

Proposals and measures taken by governmental, tax and regulatory authorities and further future changes in supervision and regulation (in particular in the UK), which are beyond the Group's control, could materially affect the Group's business, the value of assets and operations and result in significant increases in operational costs. Products and services offered by the Group could also be affected. Changes in UK legislation and regulation to address the stability of the financial sector may also affect the Group's competitive position, particularly if such changes are implemented before international consensus is reached on key issues affecting the industry. Although the Group works closely with the Group's regulators and continually monitors the situation, future changes in law, regulation, fiscal or other policies can be unpredictable and are beyond the Group's control. No assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the Group's business.

6.32 *Benchmark reforms and licensing*

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates, indices and figures which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any N&C Securities linked to such a "benchmark".

Key international regulatory initiatives relating to the reform of benchmarks include IOSCO's Principles for Financial Benchmarks (the "**IOSCO Principles**") and the Benchmarks Regulation. The IOSCO Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering (among other things) governance and accountability as well as the quality, integrity and transparency of benchmark design, determination and methodologies. A review published by IOSCO in February 2015 of the status of the voluntary market adoption of the IOSCO Principles noted that there has been significant but mixed progress on implementation of IOSCO Principles but that as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future. In February 2016, IOSCO published a second review of the implementation of the IOSCO Principles by administrators of EURIBOR, LIBOR and the Tokyo Inter-Bank Offer Rate, which noted that the relevant administrators had been proactively engaged in addressing the issues raised by the first review and which sets out further recommendations for each administrator to strengthen the implementation of the IOSCO Principles.

The Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and entered into force on 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a

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benchmark and the use of a benchmark, within the EU. Among other things: (i) it requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and (ii) it prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any N&C Securities linked to a interest rate, index or other figure deemed to be a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international, national or other proposals for reform, such as the European Money Markets Institute ("EMMI")'s current intention to develop a hybrid methodology for EURIBOR, or those to LIBOR (see "*Uncertainty about the future of LIBOR may adversely affect the return on the relevant N&C Securities and the price at which the N&C Securities can be sold*") or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to such "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmarks" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any N&C Securities linked to a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms, investigations and licensing issues in making any investment decision with respect to the N&C Securities linked to a "benchmark".

Based on the foregoing, prospective investors should in particular be aware that:

- (a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including LIBOR and EURIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;
- (b) if a benchmark is discontinued or is otherwise unavailable, then:
 - (i) the rate of interest on the N&C Securities may be determined for a period by any applicable fall-back provisions under the relevant N&C Securities documentation, although such provisions may not operate as intended (depending on market circumstances and the availability of rates information at the time); and
 - (ii) in circumstances where an amendment as described in paragraph (c) below has not been made at the relevant time, the rate of interest on the N&C Securities will be determined for a period by the fall-back provisions provided for under the Terms and Conditions of the N&C Securities; and
- (c) the occurrence of an Administrator/Benchmark Event may cause early redemption or adjustment of the N&C Securities which may include selecting one or more successor benchmarks and making related adjustments to the N&C Securities, including if applicable to reflect increased costs. An Administrator/Benchmark Event may arise if any of the following circumstances occurs or may occur: (1) a benchmark is materially changed or cancelled, (2)(i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn, or (3) it is not commercially reasonable to continue use of the benchmark due to licensing restrictions or increased licence costs.

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Moreover, any of the above matters (including an amendment to change the base rate as described in paragraph (c) above) or any other significant change to the setting or existing of LIBOR, EURIBOR or any other relevant interest rate benchmark could affect the ability of the Issuer to meet its obligations under the N&C Securities and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the N&C Securities. Changes in the manner of administration of LIBOR, EURIBOR or any other relevant interest rate benchmark could result in adjustment to the Conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequences in relation to the N&C Securities. No assurance may be provided that relevant changes will not occur with respect to LIBOR, EURIBOR or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist.

6.33 *Uncertainty about the future of LIBOR or EURIBOR may adversely affect the return on the relevant N&C Securities and the price at which the N&C Securities can be sold*

On 12 July 2018, the Chief Executive of the United Kingdom Financial Conduct Authority (the "FCA"), which regulates LIBOR, discussed in a speech the transition away from LIBOR to alternative interest rate benchmarks based on overnight rates. As previously announced on 27 July 2017, he confirmed that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021 and so the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. The Chief Executive noted that it is possible at that point that LIBOR may cease to be a regulated benchmark under the Benchmarks Regulation on the basis LIBOR might then no longer be sufficiently representative of the economic reality it intends to measure.

At this time, no consensus exists as to what rate or rates may become accepted alternatives to LIBOR or EURIBOR and it is impossible to predict the effect of any such alternatives on the value of N&C Securities that are linked to existing benchmarks. Uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR or EURIBOR, or changes in the manner of administration of any benchmark, could result in the applicable interest rate for any N&C Securities that are linked to LIBOR, EURIBOR or another benchmark becoming fixed or other adverse consequences in respect of such N&C Securities, which could adversely affect the return on such N&C Securities, the value of such N&C Securities and the trading market for such N&C Securities. In addition, if an amendment is made to the N&C Securities to change the base rate on the Floating Rate N&C Securities from LIBOR or EURIBOR to an alternative base rate, such amendment could have adverse tax consequence to U.S. holders.

6.34 *Banking reform*

On 18 December 2013, the Financial Services (Banking Reform) Act (the "**Banking Reform Act**") was enacted. The Banking Reform Act implemented the recommendations of the Independent Commission on Banking (the "**ICB**") and of the Parliamentary Commission on Banking Standards, including:

- The establishment of a ring-fencing framework under FSMA pursuant to which UK banking groups that hold significant retail deposits are required to separate their retail banking activities from their wholesale banking activities by 1 January 2019.
- The introduction of a Senior Managers Regime and Certification Regime from 7 March 2016, replacing the Approved Persons Regime established under FSMA (as amended by the Financial Services Act 2012).
- The introduction of a new criminal offence for reckless misconduct in the management of a bank.
- The establishment of a new Payment Systems Regulator.
- The amendment of the Banking Act 2009 (the "**Banking Act**") to include a bail-in stabilisation power forming part of the special resolution regime. For further information, see the risk factor entitled "Bail-in and write down powers under the Banking Act and the BRRD may adversely affect the Group's business and the value of securities it may issue".

On 7 July 2016, the PRA published a policy statement (PS20/16) entitled 'The Implementation of ring-fencing: prudential requirements, intragroup arrangements and use of financial market infrastructures' containing its final ring-fencing rules designed to make provision for the group ring-fencing purposes outlined in the Banking Reform Act ahead of the

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implementation date for ring-fencing on 1 January 2019. The group ring-fencing purposes are intended to insulate a ring-fenced bank from and ensure that a ring-fenced bank is able to take decisions independently of, other members of its group.

Finally, the Banking Reform Act introduced a new form of transfer scheme, the ring-fencing transfer scheme, under Part VII of FSMA to enable UK banks to implement the ring-fencing requirements. This is a court process that requires (i) the PRA to approve the scheme (in consultation with the FCA); (ii) the appropriate regulatory authority in respect of each transferee to provide a certificate of adequate financial resources in relation to that transferee; and (iii) an independent expert (approved by the PRA, after consultation with the FCA) to provide a scheme report stating whether any adverse effect on persons affected by the scheme is likely to be greater than is reasonably necessary to achieve the ring-fencing purposes of the scheme. The PRA published its final statement of policy on its approach to ring-fencing transfer schemes on 4 March 2016.

The Group is subject to the ring-fencing requirement under the Banking Reform Act and, as a consequence, the Group will need to separate its core retail and small business deposit taking activities from its prohibited activities. In light of the changeable macro-environment, the board of directors of Santander UK Group Holdings plc concluded in December 2016 that it could provide greater certainty for its customers with a 'wide' ring-fence structure, rather than the 'narrow' ring-fence structure it had originally envisaged in early 2016. Under this revised model the Issuer, the main ring-fenced bank, will serve the Group's retail, commercial and corporate customers. The majority of the Group's customer loans and assets as well as customer deposits and liabilities will remain within the Issuer or Cater Allen Limited, as ring-fenced banks. Prohibited activities which cannot continue to be transacted within the ring-fenced banks principally include the derivatives business with financial institutions and certain corporates, elements of the Group's short term markets business and its branches in Jersey, Isle of Man and the US.

The implementation of the new ring-fencing model entails a legal and organisational restructuring of the Group's businesses and operations, including through a ring-fencing transfer scheme. It is expected that Abbey National Treasury Services plc will cease the activities of its US branch and transfer the majority of its other business; with products, arrangements and customers and other stakeholders which are permitted in the ring fence transferred to the Issuer and products, transactions, arrangements and customers and other stakeholders which are prohibited within the ring-fence transferred to Banco Santander S.A. or its London Branch. The Group's current intention is to transfer the business of the Jersey and Isle of Man branches to a member of the Group outside the ring-fence using transfer schemes under the applicable laws. Its target remains to complete the implementation of its ring-fencing plans in advance of the legislative deadline of 1 January 2019.

On 13 June 2018, the High Court of England and Wales (the "**Court**") approved the Issuer's ring-fencing transfer scheme under Part VII of the FSMA (the "**Scheme**") and the PRA consented to the application to the Court for approval of the Scheme. However, implementation of the ring-fencing model continues to depend on a number of factors, including approvals from applicable regulators and court sanctions. There can be no assurance that these approvals or sanctions will be obtained in line with the Group's implementation plan and other factors such as economic conditions in the UK and globally and developments on the terms of the UK exit from the EU may have a bearing on the implementation of the ring-fence. In light of the scale and complexity of this process, the operational and execution risks for the Group may be material. This restructuring and migration of customers and transactions could have a material impact on how the Group conducts its business. The Group is unable to predict with certainty the attitudes and reaction of its customers.

The restructuring of the Group's business pursuant to the developing ring-fencing regime will take a substantial amount of time and cost to implement, the separation process and the structural changes which may be required could have a material adverse effect on its business, operating results, financial condition, profitability and prospects.

6.35 ***EU fiscal and banking union***

The European banking union is expected to be achieved through new harmonised banking rules (in a single rulebook) and a new institutional framework with stronger systems for both banking supervision and resolution that will be managed at a European level. Its two main pillars are the Single Supervisory Mechanism ("**SSM**") and the Single Resolution Mechanism ("**SRM**").

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The SSM (comprising both the ECB and the national competent authorities) is designed to assist in making the banking sector more transparent, unified and safer. On 4 November 2014, the ECB fully assumed its new supervisory responsibilities within the SSM, in particular direct supervision of 124 significant banks (at 1 April 2017) in the eurozone, including Banco Santander.

Regulation (EU) No. 806/2014 of the European Parliament and the Council of the EU (the “**SRM Regulation**”) became effective from 1 January 2015 and establishes uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the SRM and Single Resolution Fund (“**SRF**”). The new Single Resolution Board (“**SRB**”), which is the central decision-making body of the SRM fully assumed its resolution powers on 1 January 2016. The SRB is responsible for managing the SRF.

Further, regulations adopted towards achieving a banking and/or fiscal union in the EU and decisions adopted by the ECB in its capacity as Banco Santander’s main supervisory authority may have a material impact on the Group’s business, financial condition and results of operations and may be impacted by the terms of the UK’s exit from the EU (for more information, see the risk factor entitled “*Exposure to UK political developments, including the outcome of the UK referendum on membership of the EU, could have a material adverse effect on the Group*”).

6.36 *European structural reform*

On 29 January 2014, the Commission published proposals on structural measures to improve the resilience of EU credit institutions which included potential separation of certain trading activities from retail banking activities and a ban on proprietary trading. The proposal currently contemplates that EU Member States that have already implemented ring-fencing legislation may apply for a derogation from the separation of trading activities provisions included in the proposals if they can satisfy the Commission that such local legislation meets the objectives and requirements set out in the EU proposal. However, the European Parliament and Council are also considering a version of the proposal without the derogation provision. Notwithstanding the possible derogation referred to above, the adoption of this proposal in its current, or in an amended, form may require further changes to the Group’s structure and business although as a result of the UK EU Referendum, there is ongoing uncertainty regarding the continuing relevance of EU regulations and reforms in the UK (for more information, see the risk factor entitled “*Exposure to UK political developments, including the outcome of the UK referendum on membership of the EU, could have a material adverse effect on the Group*”).

6.37 *Other regulatory reforms adopted or proposed in the wake of the financial crisis*

On 16 August 2012, the EU regulation on over-the-counter (“**OTC**”) derivatives, central counterparties and trade repositories, referred to as the European Market Infrastructure Regulation (“**EMIR**”) came into force. EMIR introduced a number of requirements, including clearing obligations for certain classes of OTC derivatives, margin requirements for non-centrally cleared derivatives and various reporting and disclosure obligations. Certain details remain to be clarified in the further binding technical standards to be adopted by the Commission, which creates some uncertainty as to the final impact on the Group, however, the implementation of EMIR has already led and may yet lead to changes which may negatively impact the Group’s profit margins, require the Group to adjust its business practices or increase its costs (including compliance costs).

The revised and re-enacted Markets in Financial Instruments legislation (“**MiFID**”) replaces the existing MiFID framework and comprises the Directive 2014/65 of the European Parliament and of the Council, of 15 May 2014 and amending Directive 2002/92/EC and Directive 2011/61/EU (“**MiFID II**”) and the Regulation 600/2014 of the European Parliament and of the Council of 15 May 2014 and amending Regulation (EU) No 648/2012 (“**MiFIR**”), the substantive provisions of which became applicable on 3 January 2018 and introduced an obligation to trade certain classes of OTC derivative contracts on trading venues. Certain details remain to be clarified in further binding technical standards to be adopted by the Commission. Although the full impact of MiFID II and MiFIR on the Group is not yet known, MiFID II and MiFIR may lead to changes which negatively impact the Group’s profit margins, require it to adjust its business practices or increase its costs (including compliance costs). It is possible that the measures and procedures the Group has introduced might, in future, be deemed to be misaligned with MiFID obligations, or that individuals within the business may not fully comply with the new procedures. If there are breaches of the Group’s MiFID obligations or of other existing laws and regulations relating to financial crime, it could face significant administrative, regulatory and criminal sanctions

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and restrictions on the conduct of its business and operations, as well as reputational damage which could have a material adverse effect on its operations, financial condition and prospects.

6.38 *U.S. Regulation*

In the US, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”) enacted in 2010, has been implemented in part and continues to be implemented by various US federal regulatory agencies. The Dodd-Frank Act, among other things, imposes a new regulatory framework on swap transactions, including swaps of the sort that the Group enters into, requires regulators to adopt new rules governing the retention of credit risk by securitisers or originators of securitisations and significantly expands the coverage and scope of regulations that limit affiliate transactions within a banking organisation. Over 2012-2015, the US Commodity Futures Trading Commission (the “**CFTC**”) and the US Prudential Regulators adopted a host of new regulations for swaps markets, including swap dealer registration, business conduct, mandatory clearing, exchange trading and margin regulations. Most of these regulations are either already effective or will come into effect in 2017. Abbey National Treasury Services plc, which became provisionally registered as a swap dealer with the CFTC on 4 November 2013, is currently subject to these regulations for its US facing swaps activities. These rules have already increased and could continue to increase the costs associated with the Group’s swaps business. In addition, certain cross-border regulatory conflicts could adversely affect the profitability of the Group’s swaps business by reducing the range of counterparties with which the Group can trade effectively.

In October 2014, US regulators adopted a joint final rule requiring sponsors of asset-backed securitisation transactions, which would include the Issuer in relation to its residential mortgage-backed securities programmes, to retain 5% of the credit risk of the assets subject to the securitisation. The rule permits sponsors to satisfy the risk retention requirement through the acquisition and retention of either 5% (measured by fair value) of the most subordinated interest in the securitisation, or 5% (measured by nominal value) of each tranche of interests issued by the securitisation, or some combination of the two. The rule also permits certain exceptions and methods of compliance in respect of specific types of asset-backed securities transactions. The final rule took effect for residential mortgage-backed securities transactions on 24 December 2015, and on 24 December 2016 for other securitisation transactions.

Within the Dodd-Frank Act, the so-called Volcker Rule prohibits ‘banking entities’, including the Group, from engaging in certain forms of proprietary trading or from sponsoring or investing in certain covered funds, in each case subject to certain exemptions, including exemptions permitting foreign banking entities to engage in trading and fund activities that take place solely outside of the US. The final rules contain exclusions and certain exemptions for market-making, hedging, underwriting, trading in US government and agency obligations as well as certain foreign government obligations, trading solely outside the US, and also permit ownership interests in certain types of funds to be retained. The Group was generally required to come into compliance with the Volcker Rule by July 2015, although the Federal Reserve extended the conformance deadline for pre-2014 “legacy” investments in and relationships with private equity funds and hedge funds until 21 July 2017 and additional extensions for illiquid funds may be required. The Group has assessed how the final rules implementing the Volcker Rule affect the Group’s businesses and have adopted the necessary measures to bring the Group’s activities into compliance with the current rule. On 30 May 2018, the Federal Reserve and other federal regulators requested comment on proposed modifications to the Volcker Rule including modifications to the scope of restrictions on propriety trading and investment in covered funds. It cannot be predicted at this time what, if any, modifications to the Volcker Rule may be adopted or what the impact of such changes would be on the Group.

Each of these aspects of the Dodd-Frank Act, as well as the changes in the US banking regulations, and increased uncertainty surrounding future changes, may directly and indirectly impact various aspects of the Group’s business. The full spectrum of risks that the Dodd-Frank Act, including the Volcker Rule, pose to the Group is not yet known, however, such risks could be material and the Group could be materially and adversely affected by them.

6.39 *Competition*

In the UK and elsewhere, there is continuing political, competitive and regulatory scrutiny of the banking industry. Political involvement in the regulatory process, in the behaviour and governance of the UK banking sector and in the major financial institutions in which the UK Government has a direct financial interest is likely to continue. The Competition and Markets Authority (“**CMA**”) is the UK’s main competition authority responsible for ensuring that competition and markets work well for consumers. In addition, under the Banking Reform Act, as of 1 April 2015, the FCA has the power to enforce

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against breaches of the Competition Act 1998 and to refer markets to the CMA for in-depth investigation in the areas of financial services in the UK. As of 1 April 2015, the PSR also has an objective and powers equivalent to those of the FCA to promote competition in the payments industry.

In August 2016, the CMA published the final report in its market investigation into competition in the personal current account and SME retail banking markets, which identified a number of features of the markets for the supply of personal current accounts, business current accounts and SME lending that, in combination, were having an adverse effect on competition. The CMA is currently implementing a comprehensive package of remedies including, among other things, the introduction of requirements to prompt customers to review the services that they receive from their bank at certain trigger points and to promote customer awareness of account switching. Further work on overdraft charges is ongoing by the FCA, which remains under political scrutiny.

The FCA has recently announced a Strategic Review of Retail Banking Business Models to examine the business models used in the retail banking sector. The FCA will look at the business models of firms to identify any potential conduct or competition issues, explore how free-if-in-credit banking is paid for and understand the impact of changes such as digital conversion and reduced branch usage on business models. The FCA will then consider potential consequences for its consumer protection and competition objectives. It intends to share the results of its analysis in the second quarter of 2018. There can be no assurance that the Group will not be required to make changes to its business model as a result of this review, and that such changes would not materially and adversely affect the Group.

In addition, the FCA and PSR continue to undertake a number of competition related studies and reviews across a number of the Group's businesses. Intervention as a result of these studies and reviews, in addition to regulatory reforms, investigations and court cases affecting the UK financial services industry, could have an adverse effect on the Group's operating results, financial condition and prospects, or the Group's relations with its customers and potential customers.

The Payment Services Directive II ("**PSD2**") is a fundamental piece of payments-related legislation in Europe that came into force on 13 January 2018, and creates a legal framework for requiring payment service providers ("**PSPs**") such as the Issuer to give certain third party providers ("**TPP**") authorised by the FCA access to certain customer account and payments data. The PSD2 customer data access requirements are not expected to come into force until 18 months after the publication of relevant Regulatory Technical Standards, and are therefore not expected to become binding until at least Q3 2019. Separately, in 2016 the CMA launched the UK Open Banking initiative, which initially came into force on 13 January 2018 but has since been subject to some implementation date extensions (including in relation to the Issuer). Open Banking mandates certain retail banking providers in the UK, including the Issuer, to grant access to customer and transaction data through standardised API technology developed by the UK Open Banking Implementation Entity.

Open Banking and PSD2 have the potential to exacerbate a number of existing risks including data loss/data protection, cyber security, fraud and wider financial crime risk, which in turn could give rise to increased costs, litigation risk and risk of regulatory investigation and enforcement activity. An example of the heightened risk is the risk of fraud relating to activities of a TPP pursuant to which funds are redirected to a third party not chosen by the customer; or risk of data misuse by a TPP/other third party where the TPP has requested the data from the Group and this is provided to the TPP.

6.40 ***Financial crime***

There are a number of EU and UK proposals and measures targeted at preventing financial crime (including anti-money laundering ("**AML**") and countering the financing of terrorism ("**CTF**") provisions) which came into effect in 2017 or are expected to come into effect in 2018.

As part of the EU's revision of its AML / CTF rules, Directive (EU) No 2015 / 849 (the "**Fourth EU Money Laundering Directive**") and Regulation (EU) No 847 / 2015 (the "**EU Wire Transfer Regulation**") came into effect on 26 June 2017. The Fourth EU Money Laundering Directive replaces existing Directive (EC) No 60 / 2005 and significantly expands the existing AML / CTF regime applicable to financial institutions by, among other things:

- increasing the customer due diligence checks required for particular transactions;

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- introducing a requirement to take appropriate steps to identify and assess the risks of money laundering and terrorist financing and to have in place policies, controls and procedures to mitigate and manage those risks effectively;
- having EU Member States hold beneficial ownership details on a central register for entities incorporated within their territory; and
- applying the UK's AML / CTF requirements to the branches and majority-owned subsidiaries of financial institutions that are located in non-EEA countries with less strict regimes.
- On 22 June 2017, the final text of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 was published, which came into force on 26 June 2017 and implements the requirements of the Fourth EU Money Laundering Directive into national law. Regulations amending the national People with Significant Control Regime also came into force on 26 June 2017.

On 15 December 2017, the Council of EU and the European Parliament reached a political agreement on the EU Commission's proposal to amend the Fourth Anti-Money Laundering Directive. The amended directive ("**5th AMLD**") seeks to prevent large scale concealment of funds and to introduce increased corporate transparency rules, whereby corporate and other legal entities will be required by law to publicly disclose information on beneficial ownership. The amended directive also introduces the application of AML rules to firms providing services associated with virtual currencies and further extends enhanced due diligence requirements to all transactions with natural persons or legal entities established in third countries identified as high risk countries pursuant to Article 9 (2) of the Directive. Following the political agreement between the co-legislators, EU member states will have until mid-2019 to implement the 5th AMLD into national legislation. UK regulations and/or guidance is expected later in 2018.

The EU Wire Transfer Regulation replaces the existing Regulation (EC) No 1781 / 2006. This regulation will apply to all transfers of funds in any currency which are sent or received by a payment service provider ("**PSP**") or an intermediary PSP established in the EU, subject to certain exceptions for low-risk and low-value payments. The payer's PSP is required to ensure that any transfer of funds is accompanied by the identification information prescribed in the regulation and must verify the accuracy of this information from a reliable and independent source. Obligations are also imposed on the payee's PSP to implement effective procedures to detect whether the information about the payer or payee in the messaging or payment and settlement system is incomplete and to take a risk-based approach to determining whether to execute, reject or suspend a transfer of funds with missing information.

The UK Policing and Crime Act 2017 contains several measures to strengthen the enforcement of financial sanctions including enhanced criminal penalties and the power to impose monetary penalties for breaches of financial sanctions, deferred prosecution agreements and serious crime prevention orders for such breaches and the power to temporarily implement UN financial sanctions in the absence of EU implementing measures. The UK Policing and Crime Act 2017 received royal assent on 31 January 2017. Banks are expected to take a proactive approach to reporting any potential sanctions breaches to the new Office of Financial Sanctions Implementation ("**OFSI**"), as set out in recent OFSI Guidance. Under the Policing and Crime Act OFSI has powers to fine banks a maximum of £1 million or 50 per cent of the estimated value of the funds or resources, whichever is greater, as well as criminal enforcement powers. The penalty powers apply to offences after the 1 April 2017. In 2016, just over one hundred suspected breaches were reported by firms to OFSI, of which 95 were deemed actual breaches, totalling £75 million.

The UK Immigration Act 2016 requires banks to conduct immigration checks on their current account holders and report any persons unlawfully present in the UK to the Home Office. Banks are required to perform quarterly checks to determine whether they are operating a current account for a person known by the Home Office to be in the UK illegally. If a bank establishes that a customer is an illegal migrant, they will have a duty to report the match and details of any other accounts they provide to the Home Office. The FCA has responsibility for supervising banks adherence to the requirements of the Act. The Home Office may require the bank to close the accounts of such individuals as soon as reasonably practicable. The regulations implementing these changes are expected to be published in 2017.

Finally, the Criminal Finances Act 2017 (the "**CF Act**"), which came into force on 30 September 2017, introduces a new offence (modelled on the corporate offence under section 7 of the Bribery Act 2010) which will be committed by a

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corporation which fails to prevent the criminal facilitation of tax evasion by its associated persons (which includes its employees, agents and other persons who perform services for or on behalf of it) regardless of whether the tax is owed in the UK or another country. There is a defence where the corporation has put in place reasonable prevention procedures. If an offence is committed, unlimited financial penalties or ancillary orders could be imposed. The CF Act includes a range of further provisions targeted at improving the UK government's ability to tackle money laundering and corruption, recover the proceeds of crime and counter terrorist financing and enables greater sharing of information between entities within the regulated sector and enforcement agencies. Failure to comply with the requirements of the CF Act could expose the Group to significant criminal or civil sanctions.

The implementation of the foregoing measures (whether in their current form or as amended) will materially increase the Group's regulatory and compliance burden, particularly if the time frame for implementation is short. The regulatory changes required substantial amendments to Group's AML / CTF procedures and policies and may yet require further such amendments. The changes could adversely impact the Group's business by increasing its operational and compliance costs and reducing the value of its assets and operations. These challenges are exacerbated by the complexity arising from overlapping requirements between different legislation, and, in some instances, conflicts of laws. There are also some requirements which have extra-territorial effect, for example, the UK Bribery Act. There are challenges in ensuring the compliance of entities over which the Group does not have full control or where the UK rules do not align easily with the local requirements. There is a risk that the measures will not be implemented correctly or on time or that individuals within the business will not be fully compliant with the new procedures. If there are breaches of these measures, the Group could face significant administrative, regulatory and criminal sanctions and restrictions on the conduct of its business operations, as well as reputational damage which could have a material adverse effect on its operations, financial condition and prospects.

6.41 *EU General Data Protection Regulation*

The EU General Data Protection Regulation (the "**GDPR**") has direct effect in all EU Member States from 25 May 2018 and will replace current EU data privacy laws. Although a number of basic existing principles will remain the same, the GDPR introduces new obligations on data controllers and rights for data subjects, including, among others:

- Accountability and transparency requirements, which will require data controllers to demonstrate and record compliance with the GDPR and to provide more detailed information to data subjects regarding processing.
- Enhanced data consent requirements, which includes "explicit" consent in relation to the processing of sensitive data.
- Obligations to consider data privacy as any new products or services are developed and limit the amount of information collected, processed, stored and its accessibility.
- Constraints on using data to profile data subjects.
- Providing data subjects with personal data in a useable format on request and erasing personal data in certain circumstances.
- Reporting of breaches without undue delay (72 hours where feasible).

The GDPR also introduced new fines and penalties for a breach of requirements, including fines for systematic breaches of up to the higher of 4% of annual worldwide turnover or €20m and fines of up to the higher of 2% of annual worldwide turnover or €10m (whichever is highest) for other specified infringements. The GDPR identifies a list of points to consider when imposing fines (including the nature, gravity and duration of the infringement).

The implementation of the GDPR will require substantial amendments to the Group's procedures and policies. The changes could adversely impact its business by increasing its operational and compliance costs. Further, there is a risk that the measures will not be implemented correctly or that there may be partial non-compliance with the new procedures. If there are breaches of the GDPR obligations, the Group could face significant administrative and monetary sanctions as well as reputational damage, which could have a material adverse effect on its operations, financial condition and prospects.

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6.42 *Various recent reforms to the mortgage lending and personal loans market have been proposed which could require significant implementation costs or changes to the Group's business strategy*

In December 2011, the FSA published a consultation paper that consolidated proposals arising out of its wide-ranging mortgage market review. In October 2012, the FSA published a feedback statement and the final rules in relation to the FCA Mortgage Market Review (“**MMR**”) generally came into force on 26 April 2014. These rules required a number of material changes to the mortgages sales process both in terms of advice provision in nearly all scenarios and significantly enhanced affordability assessment and evidencing. The new rules permit interest-only loans. However, there is a clear requirement for a clearly understood and credible strategy for repaying the capital (evidence of which the lender must obtain before making the loan).

The Group has implemented certain changes to implement the MMR requirements. The FCA continues to assess firms' implementation of the rules introduced as a result of the MMR and commenced a review of responsible lending practices in April 2015, publishing its report in May 2016. This is in addition to regulatory reforms being made as a result of the implementation of the Mortgage Credit Directive from 21 March 2016. In December 2016, the FCA published terms of reference for a market study into competition in the mortgages sector, which will focus on consumers' ability to make effective decisions and whether commercial arrangements between lenders, brokers and other players leads to conflicts of interest or misaligned incentives to the detriment of consumers. Following a deferral, the FCA stated that it would publish its interim report setting out its preliminary conclusions in Spring 2018 and publish its final report later in 2018. There can be no assurance that the Group will not make any future changes to its mortgage lending business, whether as a result of the MMR or other mortgage lending reforms, and that such changes would not adversely affect the Group.

It is possible that further changes may be made to the FCA's MCOB rules as a result of these reviews and other related future regulatory reforms. To the extent that any new rules do apply to any of the loans, failure to comply with these rules may entitle a borrower to claim damages for loss suffered or set-off the amount of the claim against the amount owing under the loan. Any further changes to the FCA's MCOB rules or to MCOB or the FSMA or changes in the regulatory structure or the Financial Services Act 2012, may adversely affect the Group's operating results, financial condition and prospects.

6.43 *Consumer credit*

On 1 April 2014, consumer credit regulation was transferred from the OFT to the FCA in accordance with the Financial Services Act 2012. Firms that held an OFT licence and had registered with the FCA by 31 March 2014, including the Issuer, were granted an interim permission under the new regime and had to apply to the FCA for full authorisation during an application period notified by the FCA. Under the new regime: (i) carrying on certain credit-related activities (including in relation to servicing credit agreements) otherwise than in accordance with permission from the FCA will render the credit agreement unenforceable without FCA approval; and (ii) the FCA has the power to make rules providing that contracts made in contravention of its rules on cost and duration of credit agreements, or in contravention of its product intervention rules, are unenforceable. The Issuer is fully authorised to carry out consumer credit-related regulated activities, however, if the FCA were to impose conditions on that authorisation and/or make changes to the FCA rules applicable to authorised firms with consumer credit permissions, this could have an adverse effect on the Group's operating results, financial condition and prospects.

6.44 *The Group is exposed to risk of loss from legal and regulatory proceedings (civil and/or criminal)*

The Group faces various issues that may give rise to risk of loss and damage from legal and regulatory proceedings (civil and/or criminal). These issues could include failing to comply with existing applicable legal and regulatory requirements or failing to implement properly new applicable law and regulation, and could result in claims against the Group or subject the Group to regulatory or criminal enforcement actions, fines and/or penalties. The current regulatory environment, with its increased supervisory focus and associated enforcement activity, combined with uncertainty about the evolution of the regulatory regime, may lead to material operational and compliance costs. These include the risk that:

- Regulators, agencies and authorities with jurisdiction over the Group including, the BoE, the PRA and the FCA, HM Treasury, HM Revenue & Customs (“**HMRC**”), the CMA, the Commission, the Information Commissioner's Office, the Financial Ombudsman Service (“**FOS**”), the PSR, the Serious Fraud Office

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(“SFO”), the National Crime Agency or the courts, may determine that certain aspects of the Group’s business have not been or are not being conducted in accordance with applicable laws or regulations, or, in the case of the FOS, with what is fair and reasonable in the FOS’s opinion;

- Given the recent concurrent competition enforcement powers for the FCA and PSR, there is an increased focus on competition law in financial services which may increase the likelihood of competition law inquiries or investigations;
- The alleged misselling of financial products, such as Payment Protection Insurance (“PPI”), including as a result of having sales practices and/or rewards structures that are deemed to have been inappropriate, results in enforcement action (including fines) or requires the Group to amend sales processes, withdraw products or provide restitution to affected customers, all of which may require additional provisions to be recorded in the Group’s financial statements and could adversely impact future revenues from affected products;
- The Group holds bank accounts for entities that might be or are subject to scrutiny from various regulators and authorities, including the SFO and regulators in the US and elsewhere, which could lead to the Group’s conduct being reviewed as part of any such scrutiny; and.
- The Group may be liable for damages to third parties harmed by the conduct of the Group’s business. For competition law, there are efforts by governments across Europe to promote private enforcement as a means of obtaining redress for harm suffered as a result of competition law breaches. Consequently, since 1 October 2015 under the Consumer Rights Act, class actions may be used to allow the claims of a whole class of claimants into a single action in both follow-on and standalone competition cases.

The Group is from time to time subject to certain claims and party to certain legal proceedings brought by private individuals or regulators in the normal course of the Group’s business, including in connection with the Group’s lending activities, relationships with the Group’s employees and other commercial or tax matters. These can be brought against the Group under UK regulatory processes or in the UK courts, or under regulatory processes in other jurisdictions, such as the EU and the US, where some Group entities operate. In view of the inherent difficulty of predicting the outcome of legal matters and regulatory actions, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in the early stages of discovery, the Group cannot state with confidence what the eventual outcome of these pending matters will be or what the eventual loss, fines and/or penalties related to each pending matter may be and these pending matters are not disclosed by name because they are under assessment. The Group believes that it has made adequate provisions related to these various claims and legal proceedings where the Group is reasonably able to estimate them. These provisions are reviewed periodically. However, in light of the uncertainties involved in such claims and proceedings, there can be no assurance that the ultimate resolution of these matters will not exceed the provisions currently accrued by the Group. As a result, the outcome of a particular matter may be material to the Group’s operating results for a particular period, depending upon, among other factors, the size of the loss or liability imposed and the Group’s level of income for that period.

The FCA carries out regular and frequent firm-specific and thematic reviews of the conduct of business by financial institutions including banks. An adverse finding by a regulator could result in the need for extensive changes in systems and controls, business policies, and practices coupled with suspension of sales, withdrawal of services, customer redress, fines and reputational damage.

Failure to manage adequately the risks arising in connection with the Group’s obligations under both existing applicable law and regulation and failing to implement properly new applicable law and regulation could result in significant losses including in relation to administrative, regulatory or criminal sanctions, as well as reputational damage, all of which may have a material adverse effect on the Group’s operations, financial condition and prospects.

6.45 *Potential intervention by the FCA, the PRA, the CMA or an overseas regulator may occur, particularly in response to customer complaints*

The PRA and the FCA continue to have a more outcome-focused regulatory approach. This involves proactive intervention, investigation and enforcement, and punitive penalties for infringement. As a result, the Group and other PRA

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and/or FCA authorised firms continue to face increased supervisory intrusion and scrutiny (resulting in increasing costs including supervision fees), and in the event of a breach of relevant law or regulation, the Group is likely to face more stringent penalties and regulatory actions.

The developing legal and regulatory regime in which the Group operates requires the Group to be compliant across all aspects of the Group's business, including the training, authorisation and supervision of personnel, systems, processes and documentation. If the Group fails to be compliant with relevant law or regulation, there is a risk of an adverse impact on the Group's business from more proactive regulatory intervention (including by any overseas regulator which establishes jurisdiction), investigation and enforcement activity leading to sanctions, fines or other action imposed by or agreed with the regulatory authorities, as well as increased costs associated with responding to regulatory inquiries and defending regulatory actions. Customers of financial services institutions, including the Group's customers, may seek redress if they consider that they have suffered loss for example as a result of the misselling of a particular product, or through incorrect application of the terms and conditions of a particular product or in connection with a competition law infringement.

In particular, the FCA has operational objectives to protect consumers and to promote competition, and it is taking a more interventionist approach in its increasing scrutiny of product terms and conditions and monitoring compliance with competition law. FSMA (as amended by the Financial Services Act 2012) gives the FCA the power to make temporary product intervention rules either to improve a firm's systems and controls in relation to product design, product management and implementation, or to address problems identified with products which may potentially cause significant detriment to consumers because of certain product features or firms' flawed governance and distribution strategies. Such rules may prevent firms from entering into product agreements with consumers until such problems have been rectified. These powers are echoed by those granted under MiFID II, which applied as of 3 January 2018, and as a result of which the FCA has set out its policy on the making of temporary product intervention rules in Chapter 2 of its new Product Intervention and Product Governance Sourcebook.

Since April 2015 the FCA (and the PSR) also has concurrent competition law enforcement powers. This is in addition to the CMA, the UK's main competition authority, and the Commission which continue to have jurisdiction, respectively, to enforce competition law infringements in the UK or which have an effect on trade between EU Member States. Following a report by the National Audit Office, the CMA has stated it will seek to shift its focus toward enforcement of competition law breaches. As a result, the UK financial services sector now operates in an environment of heightened competition law scrutiny. Under the Financial Services Act 2010, the FCA also has the power to impose its own customer redress scheme on authorised firms, including the Group, if it considers that consumers have suffered loss or damage as a consequence of a regulatory failing, including misselling.

In recent years there have been several industry-wide issues in which the FCA has intervened directly. One such issue is the mis-selling of PPI where, following an unsuccessful legal challenge by the British Bankers' Association ("**BBA**") in 2011 of new FSA rules which altered the basis on which regulated firms must consider and deal with complaints in relation to the sale of PPI, the Issuer, along with other institutions, revised its provision for PPI complaint liabilities in 2011 to reflect the change in rules and the consequential increase in claims levels. No additional provisions were made for PPI in 2012 or 2013. In 2014, a total charge of £140m, including related costs, was made for conduct remediation. Of this, £95m related to PPI. In November 2015, the FCA issued a consultation paper (the "**Consultation Paper**") outlining its proposed approach to PPI in light of the 2014 decision of the Supreme Court in *Plevin v Paragon Personal Finance Ltd* ("**Plevin**") and its proposal to set a two year deadline for PPI claims. In March 2017, the FCA published final rules and guidance with respect to payment protection insurance complaints in light of Plevin (which came into force on 29 August 2017). The FCA confirmed that, save in exceptional circumstances, the FOS cannot consider complaints in respect of PPI contracts sold prior to 29 August 2017 unless such complaints are referred to the relevant firm or the FOS on or prior to 29 August 2019. However this FCA deadline does not affect the ability of a borrower to pursue their complaint through the courts and the 29 August 2019 deadline will not apply to such claims.

In *Plevin*, the Supreme Court ruled that a failure to disclose a large commission payment on a single premium PPI policy sold in connection with a secured personal loan made the relationship between the lender and the borrower unfair under section 140A of the Consumer Credit Act 1974.

Regarding the two year deadline for PPI claims, the FCA outlined details of a £42.2 million media campaign, funded by the 18 firms (including firms in the Group) that have reported the most PPI complaints. When assessing the adequacy of

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the Group's provision, the Group has applied its interpretation of the proposed rules and guidance in the Consultation Paper to its current assumptions. This application resulted in an additional £450 million provision charge in December 2015, which represented the Group's best estimate of the remaining redress and costs at that time, notwithstanding the ongoing nature of the consultation. New legislation was introduced in 2015 which has the effect of restricting the corporation tax deductibility for a large proportion of this cost. The PPI provision amounted to £457 million at 31 December 2016. The Group made an additional £114 million provision charge in December 2016, which included its best estimate of Plevin-related claim costs and a £30 million charge for a specific portfolio under a past business review. The Group made an additional provision of £32 million in March 2017 in response to the final rules and guidance published by the FCA, which represents the Group's best estimate of additional future costs. In June 2017, the Group made a further net charge of £37 million, following a review of claims handling procedures in relation to a specific PPI portfolio including the impact of a past business review. In the fourth quarter of 2017, it made a further PPI provision of £40 million, relating to an increase in estimated future claims activity following the commencement of the FCA advertising campaign for PPI.

Given the above, the ultimate financial impact on the Group of the claims arising from PPI complaints is still uncertain and will depend on a number of factors, including changes to the FOS' approach to handling customer complaints (if any), the rate at which new complaints arise, the length of any complaints, the content and quality of the complaints (including the availability of supporting evidence) and the average uphold rates and redress costs. The Group can make no assurance that expenses associated with PPI complaints will not exceed the provision made relating to these claims. More generally, the Group can make no assurance that estimates for potential liabilities, based on the key assumptions used, are correct. The reserves taken as a result may prove inadequate. If the Group were to incur additional expenses that exceed provisions for PPI liabilities or other provisions were to be incurred, these expenses could have a material adverse effect on the Group's operating results, financial condition and prospects.

All the above is similarly relevant to any future industry-wide mis-selling or other issues that could affect the Group, such as the sale of other retail financial products and interest-rate derivative products sold to SMEs. This may lead from time to time to: (i) significant direct costs or liabilities (including in relation to mis-selling); and (ii) changes in the practices of such businesses which benefit customers at a cost to shareholders.

Decisions taken by the FOS (or any overseas equivalent that has jurisdiction) could, if applied to a wider class or grouping of customers, have a material adverse effect on the Group's operating results, financial condition and prospects.

The Financial Services and Markets Act 2000 (Designated Consumer Bodies) Order 2013 (the "**Order**") was made on 16 December 2013 and came into force on 1 January 2014. The Order designates the National Association of Citizens Advice Bureaux, the Consumers' Association, the General Consumer Council for Northern Ireland and the National Federation of Self Employed and Small Businesses as consumer bodies that may submit a "super-complaint" to the FCA. A "super-complaint" is a complaint made by any of these designated consumer bodies to the FCA on behalf of consumers of financial services where it considers that a feature, or a combination of features, of the market for financial services in the UK is seriously damaging the interests of these customers. Complaints about damage to the interests of individual consumers will continue to be dealt with by the FOS. If a "super-complaint" were made against a Group entity by a designated consumer body under the Order, any response published or action taken by the FCA could have a material adverse effect on the Group's operating results, financial condition and prospects.

Given the requirement for compliance with an increasing volume of relevant laws and regulation, more proactive regulatory intervention and enforcement and more punitive sanctions and penalties for infringement, inherent unpredictability of litigation, and evolution of jurisdiction for FOS and related impacts (including the changes proposed by the FCA in the consultation paper (CP18/3) on 22 January 2018, proposing changes to the eligibility criteria to access the Financial Ombudsman Service), it is possible that related costs or liabilities could have a material adverse effect on the Group's operating results, financial condition and prospects.

6.46 *The Banking Act may adversely affect the Group's business*

The Banking Act came into force on 21 February 2009. The special resolution regime set out in the Banking Act provides HM Treasury, the BoE, the PRA and the FCA (and their successor bodies) with a variety of powers for dealing with UK deposit taking institutions (and, in certain circumstances, their holding companies) that are failing or likely to fail, including: (i) to take a bank or bank holding company into temporary public ownership; (ii) to transfer all or part of the

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business of a bank to a private sector purchaser; or (iii) to transfer all or part of the business of a bank to a “bridge bank”. The special resolution regime also comprises a separate insolvency procedure and administration procedure each of which is of specific application to banks. These insolvency and administration measures may be invoked prior to the point at which an application for insolvency proceedings with respect to a relevant institution could be made.

In addition, pursuant to amendments made to the Banking Act, which came into force on 1 August 2014, provision has been made for various tools to be used in respect of a wider range of UK entities, including investment firms and certain banking group companies, provided that certain conditions are met. Secondary legislation specifies that the Banking Act powers can be applied to investment firms that are required to hold initial capital of €730,000 or more and to certain UK incorporated non-bank companies in the Group.

If an instrument or order were made under the Banking Act in respect of the Issuer, Santander UK Group Holdings plc or another Group entity, such instrument or order (as the case may be) may, among other things: (i) result in a compulsory transfer of shares or other securities or property of the Issuer, Santander UK Group Holdings plc or such other entity; (ii) impact on the rights of the holders of shares or other securities in the Issuer, Santander UK Group Holdings plc or such other entity or result in the nullification or modification of the terms and conditions of such shares or securities; or (iii) result in the de-listing of the shares and/or other securities of the Issuer, Santander UK Group Holdings plc or such other entity in the Group. In addition, such an order may affect matters in respect of the Issuer or such other entity and/or other aspects of the shares or other securities of the Issuer, Santander UK Group Holdings plc or such other entity in the Group, which may negatively affect the ability of the Issuer, Santander UK Group Holdings plc or such other entity to meet its obligations in respect of such shares or securities.

Further, amendments to the Insolvency Act 1986 and secondary legislation have introduced changes to the treatment and ranking of certain debts with the result that certain eligible deposits will rank in priority to the claims of ordinary (i.e. non-preferred) unsecured creditors in the event of an insolvency. This may negatively affect the ability of the Issuer, Santander UK Group Holdings plc or such other entity to meet its obligations in respect of its unsecured creditors in an insolvency scenario.

6.47 *Bail-in and write down powers under the Banking Act and the BRRD may adversely affect the Group’s business and the value of securities it may issue*

The Banking Reform Act as of 31 December 2014 amended the Banking Act to introduce a UK “bail-in power”. On 6 May 2014, the Council adopted the BRRD, which contains a similar bail-in power and requires EU Member States to provide resolution authorities with the power to write down the claims of unsecured creditors of a failing institution and to convert unsecured claims to equity (subject to certain parameters). The UK Government decided to implement the BRRD bail-in power from 1 January 2015. The new PRA and FCA rules and supervisory statements took effect from 19 January 2015, with the exception of the rules that require a contractual clause recognising bail-in powers in foreign law liabilities. These rules were phased in, with the first phase, which applies to debt instruments, having commenced on 19 February 2015. The second phase, which applies to all other relevant liabilities commenced on 1 January 2016.

The UK bail-in power is an additional power available to the UK resolution authorities under the special resolution regime provided for in the Banking Act to enable them to recapitalise a failed institution by allocating losses to such institution’s shareholders and unsecured creditors subject to the rights of such shareholders and unsecured creditors to be compensated under a bail-in compensation order, which is based on the principle that such creditors should receive no less favourable treatment than they would have received had the bank entered into insolvency immediately before the coming into effect of the bail-in power. The bail-in power includes the power to cancel or write down (in whole or in part) certain liabilities or to modify the terms of certain contracts for the purposes of reducing or deferring the liabilities of a relevant institution under resolution and the power to convert certain liabilities into shares (or other instruments of ownership) of the relevant institution. The conditions for use of the UK bail-in power are generally that (i) the regulator determines the relevant institution is failing or likely to fail; (ii) it is not reasonably likely that any other action can be taken to avoid such a relevant institution’s failure; and (iii) the relevant UK resolution authority determines that it is in the public interest to exercise the bail-in power. Certain liabilities are excluded from the scope of the bail-in powers, including liabilities to the extent that they are secured. The N&C Securities would be subject to such powers.

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According to the Banking Act, as well as similar principles in the BRRD, the relevant UK resolution authority should have regard to the insolvency treatment principles when exercising the UK bail-in power. The insolvency treatment principles are that (i) the exercise of the UK bail-in power should be consistent with treating all liabilities of the relevant bank in accordance with the priority that they would enjoy on a liquidation and (ii) any creditors who would have equal priority on a liquidation should bear losses on an equal footing with each other. HM Treasury may, by order, specify further matters or principles to which the relevant UK resolution authority must have regard when exercising the UK bail-in power. These principles may be specified in addition to, or instead of, the insolvency treatment principles. If the relevant UK resolution authority departs from the insolvency treatment principles when exercising the UK bail-in power, it must report to the Chancellor of the Exchequer stating the reasons for its departure.

The bail-in power under the Banking Act and the BRRD may potentially be exercised in respect of any unsecured debt securities issued by a financial institution under resolution or by a relevant member of the Group, regardless of when they were issued. Accordingly, the bail-in power under the Banking Act and the BRRD could be exercised in respect of the Group's debt securities. The Group expects that public financial support would only be used as a last resort after having assessed and exploited, to the maximum extent practicable, the resolution tools including the bail-in tool, and the occurrence of circumstances in which bail-in powers would need to be exercised in respect of the Group would likely have a negative impact on the Group's business.

The BRRD also contains a mandatory write down power which requires EU Member States to grant powers to resolution authorities to recapitalise institutions and/or their EEA parent holding companies that are in severe financial difficulty or at the point of non-viability by permanently writing down Tier 1 and Tier 2 capital instruments issued by such institutions and/or their EEA parent holding companies, or converting those capital instruments into shares. The mandatory write down provision has been implemented in the UK through the Banking Act (or other instruments of ownership). Before taking any form of resolution action or applying any resolution power set out in the BRRD, the UK resolution authorities have the power (and are obliged when specified conditions are determined to have been met) to write down, or convert Tier 1 and Tier 2 capital instruments issued by the relevant institution into CET1 capital instruments before, or simultaneously with, the entry into resolution of the relevant entity. These measures could be applied to certain of the Group's debt securities. The occurrence of circumstances in which write-down powers would need to be exercised in respect of the Issuer or Santander UK Group Holdings plc would be likely to have a negative impact on the Group's business.

In contrast to the creditor protections afforded in the event of the bail-in powers being exercised, holders of capital instruments will not be entitled to the "no creditor worse off" protections under the Banking Act in the event that their capital instruments are written down or converted to equity under the mandatory write-down tool (unless the mandatory write-down tool were to be used alongside a bail-in).

Furthermore, in circumstances where capital instruments are converted into equity securities by application of the mandatory write-down tool, those equity securities may be subjected to the bail-in powers in resolution, resulting in their cancellation, significant dilution or transfer away from the investors therein.

In addition, the BRRD provides for resolution authorities to have the power to require institutions and groups to make structural changes to ensure legal and operational separation of "critical functions" from other functions where necessary, or to require institutions to limit or cease existing or proposed activities in certain circumstances. As a result of changes to the PRA Rulebook made to implement the BRRD, the Issuer is now required to identify such "critical functions" as part of its resolution and recovery planning. If used in respect of the Group, these ex ante powers could have a negative impact on the Group's business.

6.48 ***The Group is responsible for contributing to compensation schemes in the UK in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers***

In the UK, the Financial Services Compensation Scheme ("FSCS") was established under FSMA and is the UK's statutory fund of last resort for customers of authorised financial services firms. The FSCS can pay compensation to customers if a PRA-authorised or FCA-authorised firm is unable, or likely to be unable, to pay claims against it (for instance, an authorised bank is unable to pay claims by depositors). The FSCS is funded by levies on firms authorised by the PRA or the FCA (i.e. participant firms), including the Issuer and other members of the Group.

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Following the default of a number of authorised financial services firms since 2008, the FSCS borrowed funds totalling approximately £18 billion from HM Treasury to meet the compensation costs for customers of those firms. It is expected that the substantial majority of the principal should be repaid from funds the FSCS levies from asset sales, surplus cash flow or other recoveries in relation to assets of the firms that defaulted. However, the FSCS estimates that the assets of these failed institutions are insufficient, and, to the extent that there remains a shortfall, the FSCS is recovering this shortfall by levying firms authorised by the PRA or the FCA in instalments. The first instalment was in scheme year 2013/14, and the Group made a first capital contribution in August 2013. The second instalment was in scheme year 2014/15, and the Group made a second capital contribution in August 2014. For the year ended 31 December 2016, the Group charged £34 million to the income statement in respect of the costs of the FSCS. For the year ended 31 December 2017, its contribution decreased and it charged £1 million to the income statement in respect of the costs of the FSCS.

The FSCS also has the power to impose “management expenses in respect of relevant schemes levy” (“**MERS Levy**”) in relation to its potential role as agent of other compensation schemes. The FSCS may impose a MERS Levy on participant firms to meet expenses it incurs in its role as agent.

In the event that the FSCS raises further funds from participant firms or increases the levies to be paid by such firms or the frequency at which the levies are to be paid, the associated cost to the Group may have a material adverse effect on the Group’s operating results, financial condition and prospects. Since 2008, measures taken to protect the depositors of deposit-taking institutions involving the FSCS, such as the borrowing from HM Treasury mentioned above, have resulted in a significant increase in the levies made by the FSCS on the industry and such levies may continue to go up if similar measures are required to protect depositors of other institutions. In addition, following amendments to the preferred credit status of depositors that came into force on 31 December 2014, the FSCS stands in the place of depositors of a failing institution and has preferred status over an institution’s other creditors.

Regulatory reform initiatives in the UK and internationally may result in further changes to the FSCS, which could result in additional costs and risks for the Group. For instance, in July 2013, the Council announced its intention that revisions to the EU Deposit Guarantee Scheme Directive should be adopted by the end of 2013. The recast EU Deposit Guarantee Scheme Directive (the “**DGSD**”), which was published in the Official Journal on 12 June 2014 and entered into force on 2 July 2014, introduced a tighter definition of deposits and includes a requirement that the Deposit Guarantee Scheme pay customers within a week and a requirement that banks must be able to provide information on the aggregated deposits of a depositor. These revisions are likely to affect the methodology employed by the FSCS for determining levies on institutions. In addition, the DGSD also required EU Member States to ensure that by 3 July 2014 the available financial means of deposit guarantee schemes reach a minimum target level of 0.8 per cent. of the covered deposits of their members and requires deposit guarantee schemes to be ex-ante funded. Between April and July 2015, the PRA published its final rules implementing the DGSD, most of which took effect on 3 July 2015. The final rules enable the FSCS to use the existing bank levy to meet the ex-ante funding requirements in the DGSD. Changes as a result of this may affect the profitability of members of the Group required to contribute to the FSCS.

FSCS levies are collected by the FCA as part of a single payment by firms covering the FCA, the PRA, the FOS and the FSCS fees. It is possible that future policy of the FSCS and future levies on the firms authorised by the FCA or PRA may differ from those at present and that this could lead to a period of some uncertainty for Group entities. In addition, it is possible that other jurisdictions where the Group operates could introduce or amend their similar compensation, contributory or reimbursement schemes. As a result of any such developments, the Group may incur additional costs and liabilities which may adversely affect the Group’s operating results, financial condition and prospects. Recent amendments to the FSCS rules, the majority of which came into effect on 1 April 2018, do not affect the FSCS funding arrangements in a material way.

6.49 ***The Group may fail to detect or prevent money laundering and other financial crime activities due to not correctly identifying the Group’s financial crime risks and failing to implement effective controls to mitigate those risks. This could expose the Group to heavy fines, additional regulatory scrutiny, increased liability and reputational risk***

The Group may fail to detect or prevent money laundering and other financial crime activities due to not correctly identifying the Group’s financial crime risks and failing to implement effective controls to mitigate those risks. This could expose the Group to heavy fines, additional regulatory scrutiny, increased liability and reputational risk. The Group is obligated to comply with applicable AML, anti-bribery and corruption, anti-terrorism, sanctions and other laws and

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regulations in the jurisdictions in which the Group operates. These laws and regulations require the Group, among other things, to conduct full customer due diligence in respect of sanctions and politically-exposed person screening, keep the Group's customer, account and transaction information up to date and implement effective financial crime policies and procedures detailing what is required from those responsible. The Group's requirements also include financial crime training for the Group's staff, reporting suspicious transactions and activity to appropriate law enforcement following full investigation by the Suspicious Activity Reporting Unit.

Financial crime has become the subject of enhanced regulatory scrutiny and supervision by regulators globally. AML, anti-bribery and corruption and sanctions, laws and regulations are increasingly complex and detailed and have become the subject of enhanced regulatory supervision, requiring improved systems, sophisticated monitoring and skilled compliance personnel.

The Group has developed policies and procedures aimed at detecting and preventing the use of the Group's banking network for money laundering and financial crime related activities. These require the implementation and embedding within the business of effective controls and monitoring which requires on-going changes to systems and operational activities. Financial crime is continually evolving, and the expectation of regulators is increasing. This requires similarly proactive and adaptable responses from the Group so that the Group is able to deter threats and criminality effectively. Even known threats can never be fully eliminated, and there will be instances where the Group may be used by other parties to engage in money laundering and other illegal or improper activities. In addition, the Group relies heavily on the Group's staff to assist it by spotting such activities and reporting them, and the Group's staff have varying degrees of experience in recognising criminal tactics and understanding the level of sophistication of criminal organisations. Where the Group outsources any of its customer due diligence, customer screening or anti financial crime operations, the Group remains responsible and accountable for full compliance and any breaches. If the Group is unable to apply the necessary scrutiny and oversight there remains a risk of regulatory breach.

If the Group is unable to fully comply with applicable laws, regulations and expectations, the Group's regulators and relevant law enforcement agencies have the ability and authority to impose significant fines and other penalties on the Group, including requiring a complete review of the Group's business systems, day to day supervision by external consultants and ultimately the revocation of the Group's banking licence.

The reputational damage to the Group's business and global brand would be severe if the Group was found to have breached AML, anti-bribery and corruption or sanctions requirements. The Group's reputation could also suffer if the Group is unable to protect its customers or its business from being used by criminals for illegal or improper purposes.

In addition, while the Group reviews its relevant counterparties' internal policies and procedures with respect to such matters, the Group, to a large degree, relies upon its relevant counterparties to maintain and properly apply their own appropriate AML procedures. Such measures, procedures and compliance may not be completely effective in preventing third parties from using the Group's (and its relevant counterparties') services as a conduit for money laundering (including illegal cash operations) without the Group's (or its relevant counterparties') knowledge. If the Group is associated with, or even accused of being associated with, or become a party to, money laundering, then its reputation could suffer and/or the Group could become subject to fines, sanctions and/or legal enforcement (including being added to "black lists" that would prohibit certain parties from engaging in transactions with the Group), any one of which could have a material adverse effect on its operating results, financial condition and prospects. Any such risks could have a material adverse effect on the Group's operating results, financial condition and prospects.

6.50 *Changes in taxes and other assessments may adversely affect the Group*

The tax and other assessment regimes to which the Group's customers and the Group is subject are regularly reformed, or subject to proposed reforms. Such reforms include changes in the rate of assessments and, occasionally, enactment of temporary taxes, the proceeds of which may be earmarked for designated governmental purposes. The effects of these changes and any other changes that result from enactment of additional tax reforms have not been, and cannot be, quantified and there can be no assurance that these reforms will not, once implemented, have an adverse effect upon the Group's business. Furthermore, such changes may produce uncertainty in the financial system, increasing the cost of borrowing and contributing to the increase in the Group's non-performing credit portfolio.

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The following paragraphs discuss four major reforms (Bank Levy, Restriction of Tax Deductions for Compensation Payments, Corporation Tax Surcharge and possible future changes in the taxation of banking groups in the EU) which could have a material adverse effect on the Group's operating results, financial condition and prospects, and the competitive position of UK banking groups, including the Group.

Bank Levy

HM Treasury introduced an annual UK bank levy (the "**Bank Levy**") via legislation in the Finance Act 2011. The Bank Levy is imposed on (amongst other entities) UK banking groups and subsidiaries, and therefore applies to the Group. The amount of the Bank Levy is based on a bank's total liabilities, excluding (amongst other things) Tier 1 capital, insured retail deposits and repos secured on sovereign debt. With effect from 1 April 2015, the Finance Act 2015 increased the rate (for short-term liabilities) to 0.21 per cent. (a reduced rate is applied to long-term equity and liabilities). Subsequently the Finance (No.2) Act 2015 ("**Finance (No.2) Act**"), which was enacted on 18 November 2015, reduced that rate from 0.21% to 0.18 per cent. from 1 January 2016 with subsequent annual reductions to 0.1 per cent. from 1 January 2021.

Restriction of Tax Deductions for Compensation Payments

The Finance (No.2) Act implemented measures that have led to, for expenditure arising on or after 8 July 2015 by banking companies, (i) certain compensation payments no longer being deductible for corporation tax purposes and (ii) a deemed taxable receipt equivalent to 10 per cent. of the amount of those compensation payments.

Corporation Tax Surcharge

With effect from 1 January 2016, banking groups are subject to a surcharge at a rate of 8 per cent. on their taxable profits for corporation tax purposes (with certain reliefs added back and subject to an annual allowance).

European Taxation

On 14 February 2013, the European Commission published a proposal (the "**Commission Proposal**") for a Directive for a common system of financial transactions tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). However, Estonia has since stated that it will not participate. If the Commission's Proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating EU Member States. Generally it would apply to certain dealings in securities where at least one party to the transaction is a financial institution and at least one party is established in a Participating Member State. A financial institution may be, or may be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (i) by transacting with a person established in a Participating Member State or (ii) where the financial instrument which is subject to the dealings is issued in a Participating Member State. Whilst the UK is not a Participating Member State, the Commission's Proposal is broad and as such may impact transactions completed by financial institutions operating in non-Participating EU Member States.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)) if it is adopted based on the Commission's Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the N&C Securities and may result in investors receiving less interest or principal than expected. To the extent that such liabilities may arise at a time when winding-up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of N&C Securityholders and other secured creditors. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the N&C Securities (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

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However, the Commission's Proposal remains subject to negotiation between the Participating EU Member States. The Commission's Proposal may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. The Group is monitoring developments and any likely impact on the Group. Prospective holders of the securities are advised to seek their own professional advice in relation to the FTT.

6.51 *Changes in the Group's pension liabilities and obligations could have a materially adverse effect on the Group*

The Issuer provides retirement benefits for many of the Group's former and current employees in the UK through a number of defined benefit pension schemes established under trust. The Issuer is the principal employer under these schemes, but it has only limited control over the rate at which it pays into such schemes. Under the UK statutory funding requirements employers are usually required to contribute to the schemes at the rate they agree with the scheme trustees, although if they cannot agree, the rate can be set by the Pensions Regulator. The scheme trustees may, in the course of discussions about future valuations, seek higher employer contributions. The scheme trustees' power in relation to the payment of pension contributions depends on the terms of the trust deed and rules governing the pension schemes.

The Pensions Regulator has the power to issue a financial support direction to companies within a group in respect of the liability of employers participating in the UK defined benefit pension schemes where that employer is a service company, or is otherwise "insufficiently resourced" (as defined for the purposes of the relevant legislation). As some of the employers within the Group are service companies, if they become insufficiently resourced and no suitable mitigating action is undertaken, other companies within the Group which are connected with or an associate of those employers are at risk of a financial support direction in respect of those employers' liabilities to the defined benefit pension schemes in circumstances where the Pensions Regulator properly considers it reasonable to issue one. Such a financial support direction could require the companies to guarantee or provide security for the pension liabilities of those employers, or could require additional amounts to be paid into the relevant pension schemes in respect of them.

The Pensions Regulator can also issue contribution notices if it is of the opinion that an employer has taken actions, or failed to take actions, deliberately designed to avoid meeting its pension promises or which are materially detrimental to the scheme's ability to meet its pension promises. A contribution notice can be moved to any company that is connected with or an associate of such employer in circumstances where the Regulator considers it reasonable to issue. The risk of a contribution notice being imposed may inhibit the Group's freedom to restructure or to undertake certain corporate activities.

Should the value of assets to liabilities in respect of the defined benefit schemes operated by the Issuer record a deficit, due to a reduction in the value of the pension fund assets (depending on the performance of financial markets) and/or an increase in the pension fund liabilities due to changes in legislation mortality assumptions, discount rate assumptions, inflation, the expected rate of return on scheme assets, or other factors, or there is a change in the actual or perceived strength of the employer's covenant, this could result in the Issuer having to make increased contributions to reduce or satisfy the deficits which would divert resources from use in other areas of its business and reduce its capital resources. While the Group can control a number of the above factors, there are some over which it has no or limited control. Although the trustees of the defined benefit pension schemes are obliged to consult with the Issuer before changing the pension schemes' investment strategy, the trustees have the final say and ultimate responsibility for investment strategy rests with them. The Group's principal defined pension scheme is the Santander (UK) Group Pension Scheme and its corporate trustee is Santander (UK) Group Pension Scheme Trustee Limited (the "**Pension Scheme Trustee**"), a wholly-owned subsidiary of the Issuer. As at 31 December 2017, the Pension Scheme Trustee had 13 directors, comprising six directors appointed by the Issuer and seven member-elected directors. Investment decisions are delegated by the Pension Scheme Trustee to a common investment fund, managed by Santander (CF) Trustee Limited, a private limited company owned by the Santander (CF) Trustee directors, with up to four appointed by the Issuer and up to three by the Pension Scheme Trustee. The Pension Scheme Trustee directors' principal duty, within the investment powers delegated to them, is to act in the best interest of the members of the Group Pension Scheme and not that of the Issuer. Any increase in the Group's pension liabilities and obligations could have a material adverse effect on the Group's operating results, financial condition and prospects.

The ongoing changes in the UK supervision and regulatory regime and particularly the implementation of the ICB's recommendations may require the Issuer to make changes to its structure and business which could have an impact on its pension schemes or liabilities. For a discussion of the ICB's recommendations, see the risk factor entitled "*The Group is*

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subject to substantial regulation and governmental oversight which could adversely affect the Group's business and operations".

6.52 *Damage to the Group's reputation could cause harm to its business prospects*

Maintaining a positive reputation is critical to the Group attracting and maintaining customers, investors and employees and conducting business transactions with counterparties. Damage to the reputation of the Group or Banco Santander (as the majority shareholder in the Group), the reputation of affiliates operating under the "Santander" brand or any of the Group's other brands could therefore cause significant harm to the Group's business and prospects. Harm to the Group's reputation can arise directly or indirectly from numerous sources, including, among others, employee misconduct, litigation, failure to deliver minimum standards of service and quality, compliance failures, breach of legal or regulatory requirements, unethical behaviour (including adopting inappropriate sales and trading practices), and the activities of customers and counterparties. Further, negative publicity regarding the Group, whether or not true, may result in harm to the Group's operating results, financial condition and prospects.

Actions by the financial services industry generally or by certain members of, or individuals in, the industry can also affect the Group's reputation. For example, the role played by financial services firms in the financial crisis has caused public perception of the Group and others in the financial services industry to decline.

The Group could suffer significant reputational harm if the Group fails to identify and manage potential conflicts of interest properly. The failure to adequately address, or the perceived failure to adequately address, conflicts of interest could affect the willingness of customers to deal with the Group, or give rise to litigation or enforcement actions against the Group. Therefore, there can be no assurance that conflicts of interest will not arise in the future that could cause material harm to the Group.

6.53 *The Group's financial statements are based in part on assumptions and estimates which, if inaccurate, could cause material misstatement of the results of the Group's operations and financial condition*

The preparation of financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Due to the inherent uncertainty in making estimates, actual results reported in future periods may be based upon amounts which differ from those estimates. Estimates, judgements and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected. The accounting policies deemed critical to the Group's results and financial condition, based upon materiality and significant judgements and estimates, include impairment of loans and advances, valuation of financial instruments, provision for conduct remediation and pensions.

The valuation of financial instruments measured at fair value can be subjective, in particular where models are used which include unobservable inputs. Given the uncertainty and subjectivity associated with valuing such instruments it is possible that the results of the Group's operations and financial condition could be materially misstated if the estimates and assumptions used prove to be inaccurate.

If the judgement, estimates and assumptions the Group uses in preparing the Group's consolidated financial statements are subsequently found to be incorrect, there could be a material effect on the Group's results of operations and a corresponding effect on the Group's funding requirements and capital ratios.

6.54 *Disclosure controls and procedures over financial reporting may not prevent or detect all errors or acts of fraud*

Disclosure controls and procedures over financial reporting are designed to provide reasonable assurance that information required to be disclosed by the Group entities, such as the Issuer and Abbey National Treasury Services plc, in reports filed or submitted under the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") is accumulated and communicated to management, and recorded, processed, summarised and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms. The Group adopted the Committee of Sponsoring Organisations of the Treadway Commission internal control – integrated framework with effect from 15 December 2014,

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replacing the previous framework. The revised framework is designed to recognise the many changes in business and operating environments since the issuance of the original framework and is intended to broaden and enhance the application of controls over financial reporting.

There are however inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

Consequently, the Group's business is exposed to risk from potential non-compliance with policies, employee misconduct or negligence and fraud, which could result in regulatory sanctions and serious reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to the actions of "rogue traders" or other employees. It is not always possible to deter employee misconduct and the precautions the Group takes to prevent and detect this activity may not always be effective. As a result of the inherent limitations in the control system, misstatements due to error or fraud may occur and not be detected.

6.55 *Changes in accounting standards could impact reported earnings*

The accounting standard setters and other regulatory bodies periodically change the financial accounting and reporting standards that govern the preparation of the Group's consolidated financial statements. These changes can materially impact how the Group records and reports the Group's financial condition and results of operations. In some cases, the Group could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements.

6.56 *The Group relies on third parties for important infrastructure support, products and services*

Third party providers and certain affiliates provide key components of the Group's business infrastructure such as loan and deposit servicing systems, back office and business process support, information technology production and support, internet connections and network access. Relying on these third party providers and affiliates is a source of operational and regulatory risk to the Group, including with respect to security breaches affecting such parties. The Group is also subject to risk with respect to security breaches affecting its third party providers and affiliates, and other parties that interact with these parties. As the Group's interconnectivity with these third parties and affiliates increases, it increasingly faces the risk of operational failure with respect to the Group's systems. The Group may be required to take steps to protect the integrity of its operational systems, thereby increasing its operational costs and potentially decreasing customer satisfaction. In addition, any problems caused by these third parties or affiliates, including as a result of them not providing their services for any reason, or performing their services poorly, could adversely affect the Group's ability to deliver products and services to customers and otherwise conduct its business, which could lead to reputational damage and regulatory investigations and intervention. Replacing these third party vendors or affiliates could also entail significant delays and expense. Further, the operational and regulatory risk that the Group face as a result of these arrangements may be increased to the extent that it restructures such arrangements. Any restructuring could involve significant expense to the Group and entail significant delivery and execution risk which could have a material adverse effect on the Group's business, operations and financial condition.

6.57 *The Group engages in transactions with the Group's subsidiaries or affiliates that others may not consider to be on an arm's-length basis*

The Group and the Group's subsidiaries and affiliates have entered into a number of services agreements pursuant to which the Group renders services, such as administrative, accounting, finance, treasury, legal services and others. The Group relies upon certain outsourced services (including information technology support, maintenance and consultancy services) provided by certain other members of the Banco Santander Group.

English law applicable to public companies and financial groups and institutions, as well as the articles of association of entities in the Group, provide for several procedures designed to ensure that the transactions entered into, with or among the Group's financial subsidiaries, do not deviate from prevailing market conditions for those types of transactions, including the requirement that the Group's board of directors approve such transactions. The Group is likely to continue to engage in transactions with the Group's subsidiaries or affiliates (including the Group's controlling shareholder). Future

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conflicts of interest between the Group and any of the Group's subsidiaries or affiliates, or among the Group's subsidiaries and affiliates, may arise, which conflicts are not required to be and may not be resolved in the Group's favour.

6.58 ***Different disclosure and accounting principles between the UK and the U.S. may provide different or less information about the Issuer than expected***

There may be less publicly available information about the Issuer and Santander UK Group Holdings plc than is regularly published about companies in the U.S.. Issuers of securities in the UK are required to make public disclosures that are different from, and that may be reported under presentations that are not consistent with, disclosures required in countries with a relatively more developed capital market, including the U.S.. While the Issuer's subsidiary, Abbey National Treasury Services plc, and Santander UK Group Holdings plc's subsidiary, the Issuer, are subject to the periodic reporting requirements of the Exchange Act, the Group is not subject to the same disclosure requirements in the U.S. as a domestic U.S. registrant under the Exchange Act, including the requirements to prepare and issue quarterly reports, or the proxy rules applicable to domestic U.S. registrants under Section 14 of the Exchange Act or the insider reporting and short-swing profit rules under Section 16 of the Exchange Act. Accordingly, the information about the Issuer and Santander UK Group Holdings plc available will not be the same as the information available to holders of securities of a U.S. company and may be reported in a manner that is not familiar.

6.59 ***Risks concerning enforcement of judgments made in the U.S.***

The Issuer is a public limited company registered in England and Wales. All of the Issuer's directors live outside the U.S.. As a result, it may not be possible to serve process on such persons in the U.S. or to enforce judgments obtained in U.S. courts against them or the Issuer based on the civil liability provisions of the U.S. federal securities laws or other laws of the U.S. or any state thereof.

Description of the Issuer

DESCRIPTION OF THE ISSUER

Background

Santander UK plc (the "Issuer") was formed as a building society in 1944 under the name Abbey National Building Society and is now a public limited liability company incorporated and registered in England and Wales under the Companies Act 1985. It was incorporated on 12 September 1988 with registered number 2294747.

The principal executive office and registered office of Santander UK plc is at 2 Triton Square, Regent's Place, London, NW1 3AN. The telephone number of Santander UK is +44 (0) 870 607 6000.

As at the date of this Base Prospectus, Santander UK plc is a wholly owned subsidiary of Santander UK Group Holdings plc, which is a subsidiary of Banco Santander, S.A. and its subsidiary Santusa Holding, S.L. together hold the entire issued share capital of Santander UK Group Holdings plc. Banco Santander, S.A. is a publicly listed company and is listed, among other markets, on the *Bolsa de Madrid* (Madrid Stock Exchange) which is the regulated market in Spain.

Corporate Purpose

The Group's Corporate purpose is to help people and businesses prosper.

Business and Support Divisions

Santander UK, headed by Nathan Bostock, Chief Executive Office, operates four business divisions as follows:

Retail Banking

Retail Banking offers a wide range of products and financial services to individuals and small businesses through a network of branches and ATMs, as well as through telephony, digital, mobile and intermediary channels. Retail Banking includes businesses banking customers, small businesses with an annual turnover of up to £6.5 million and Santander Consumer Finance, predominantly a vehicle finance business.

Commercial Banking

Commercial Banking offers a wide range of products and financial services provided by relationship teams based in a network of regional Corporate Business Centres ("CBCs") and through telephony and digital channels. The management of Santander UK's customers is organised across two relationship teams – the Regional Corporate Bank ("RCB") that covers non-property trading business that are UK domiciled with annual turnover of above £6.5 million and Specialist Sector Groups ("SSGs") that cover real estate, social housing finance, education, healthcare, and hotels.

Corporate & Investment Banking

Corporate & Investment Banking

Corporate & Investment Banking (formerly known as Global Corporate Banking) services corporate clients with a turnover of £500 million and above per annum and financial institutions. Corporate & Investment Banking clients require specially-tailored services and value-added services due to their size, complexity and sophistication. Corporate & Investment Banking provides these clients with products to manage currency fluctuations, protect against interest rate risk, and arrange capital markets finance and specialist trade finance solutions as well as providing support for the rest of the Group's Businesses.

Corporate Centre

Corporate Centre predominantly consists of the non-core corporate and treasury legacy portfolios. Corporate Centre is responsible for managing capital and funding, balance sheet composition and structure and strategic liquidity risk. The non-core corporate and treasury legacy portfolios include aviation, shipping, infrastructure, commercial mortgages, social housing loans and structured credit assets, all of which are being run-down and/or managed for value.

Description of the Issuer

The following table sets forth the directors of Santander UK plc.

Position	Name	Other principal activities
Chairman	Baroness Shriti Vadera	Chair Santander UK Group Holdings plc; Senior Independent Director BHP Billiton plc; Non-Executive Director AstraZeneca plc; Chair European Financial Services Chairmen’s Advisory Committee; Member of the International Advisory Council of Asia House; Member of the International Chamber of Commerce G20 CEO Advisory Group; Member of Global Leadership Council of the Said Business School; and Pro-Chancellor of St Mary's University.
Deputy Chairman and Non-Executive Director	Juan Rodríguez Inciarte	Non-Executive Director of Santander UK Group Holdings plc; Director of Santander Consumer Finance SA; Director Vista Capital de Expansion SA; Chairman of Saarema Inversiones SA; Director of SAM Investment Holdings Limited; Honorary Chairman of the US-Spain Council; Trustee of Carlos V International Centre of the Autonomous University of Madrid; Director of Compañía Logística de Hidrocarburos S.A.; and Director of Vista Capital de Expansion S.A. SGECR.
Executive Director and Chief Executive Officer	Nathan Bostock	Chief Executive Officer Santander UK Group Holdings plc; Member of the PRA Practitioner Panel; and Member of the Financial Services Trade and Investment Board (FSTIB).
Executive Director and Chief Financial Officer	Antonio Roman	Chief Financial Officer of Santander UK Group Holdings plc; and Member of Financial and Risk Policy Committee of British Bankers.
Executive Director and Deputy Chief Executive Officer	Javier San Felix	Deputy Chief Executive of Santander UK Group Holdings plc; and Sole Administrator of Akuna Inversiones 2020 SL.
Banco Santander nominated Non-Executive Director	Ana Botín	Non-Executive Director Santander UK Group Holdings plc; Executive Chair of Banco Santander SA; Non-Executive Director The Coca Cola Company; Founder and Vice-Chair the Empresa y Crecimiento Foundation; Member of the MIT’s CEO Advisory Board; Vice-Chair World Business Council for Sustainable Development Board Member of the Institute of International Finance; Chair of Portal Universaria SA and Universaria Holding SL; Member of the European Financial Services Round Table (EFR); Trustee of Fundación Botin; Trustee of Fundación Euroamerica; Chair of Fundación Conocimiento y Desarrollo;

Description of the Issuer

Position	Name	Other principal activities
		Chair of Fundación Empieza por Educar; and Trustee of Fundación Albéniz.
Banco Santander nominated Non-Executive Director	Lindsey Argalas	Non-executive Director Santander UK Group Holdings plc; and Santander Fintech Limited.
Banco Santander nominated Non-Executive Director	Gerald Byrne	Non-executive Director Santander UK Group Holdings plc; and Supervisory Board Chairman of Bank Zachodni WBK S.A.
Independent Non-Executive Director	Alain Dromer	Independent Non-Executive Director Santander UK Group Holdings plc; Non-Executive Director Majid Al Futtaim Trust LLC; Non-Executive Director Henderson European Focus Trust plc; and Director of Alain Dromer Advisory SPRL.
Independent Non-Executive Director	Scott Wheway	Independent Non-Executive Director Santander UK Group Holdings plc; Director of Centrica plc; Chairman of AXA UK plc; and Director of AXA Equity & Law plc.
Independent Non-Executive Director	Chris Jones	Independent Non-Executive Director Santander UK Group Holdings plc; Non-Executive Director of Redburn (Europe) Ltd; Chair of the Advisory Board of Association of Corporate Treasurers; Investment Trustee Civil Service Benevolent Fund; Audit Committee Member of the Wellcome Trust; and Member of the Advisory Board to Financial Services Faculty of ICAEW.
Independent Non-Executive Director	Ed Giera	Independent Non-Executive Director Santander UK Group Holdings plc; Non-Executive Director ICBC Standard Bank Plc; Non-Executive Director Renshaw Bay GP1 Limited; Fund managed by GAM International Management Limited; Non-Executive Director Pension Insurance Corporation Group Limited; and Director of RB REFF (Lux) Holding Sarl; Director of RB REFF (Lux) Investments Sarl; and Partner of RB St James's Place L.P..
Independent Non-Executive Director	Annemarie Durbin	Independent Non-Executive Director Santander UK Group Holdings plc; Non-Executive Director WH Smith PLC; and Chair/Member of UK Listing Authority Advisory Panel.

Description of the Issuer

Position	Name	Other principal activities
Independent Non-Executive Director	Genevieve Shore	Independent Non-Executive Director Santander UK Group Holdings plc; Non-Executive Director Moneysupermarket.com Group plc; Non-Executive Director Next Fifteen Communications Group plc; Non-Executive Director of Arup Limited; Founder of Skelbo Global Ventures; and Independent Non-Executive Director of Rugby Football Union.
Independent Non-Executive Director	Julie Chakraverty	Non-executive Director Santander UK Group Holdings plc; Director of the Girl's Day School Trust; and Director of Rungway Limited.

The business address of each of the directors is 2 Triton Square, Regent's Place, London NW1 3AN with telephone number +44 (0) 870 607 6000.

Conflicts of Interest

There are no potential conflicts of interest between the duties to the Issuer of the persons listed under "*Directors of Santander UK plc*" above and their private interests and/or other duties.

As at the date of this Base Prospectus, the long-term obligations of Santander UK are rated A by S&P, Aa3 by Moody's and A by Fitch, and the short-term obligations of Santander UK are rated A-1 by S&P, P-1 by Moody's and F1 by Fitch.

Documents Incorporated by Reference

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the Central Bank of Ireland or filed with another competent authority for the purposes of the Prospectus Directive, shall be deemed to be incorporated in, and to form part of, this Base Prospectus and approved by the Central Bank of Ireland for the purpose of the Prospectus Directive:

- (1) the (i) audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2017, which appear on pages 163 to 250 (inclusive); (ii) the Risk Review appearing on pages 68 to 149 (inclusive), with the exception of any section which is marked as unaudited, and (iii) the section entitled "Events after the balance sheet date" in the Director's Report on page 62; in each case of the Issuer's Annual Report and Accounts for the year ended 31 December 2017 (available at:
- (2) the glossary relating to the 2017 financial statements (available at:
- (3) the (i) audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2016, which appear on pages 173 to 267 (inclusive), (ii) the Risk Review appearing on pages 32 to 128 (inclusive), with the exception of any section which is marked as unaudited, and (iii) the section entitled "Events after the balance sheet date" in the Director's Report on page 161; in each case, of the Issuer's Annual Report and Accounts for the year ended 31 December 2016 (available at: [and](http://www.santander.co.uk/csdlv1r/BlobServer?blobtable=MungoBlobs&blobkey=id&blobcol=urldata&blobheader=application%2Fpdf&blobheadervalue1=inline%3Bfilename%3DSantander+UK+plc+2016+Annual+Report.pdf&blobwhere=1314023289728&blobheadervalue1=Content-Disposition)
- (4) the glossary relating to the 2016 financial statements (available at:
- (5) the unaudited consolidated financial information of the Issuer as at and for the six months ended 30 June 2018, which appears on page 21 of the Quarterly Management Statement of Santander UK Group Holdings plc for the six months ended 30 June 2018 (available at:

provided also that any statement contained in a document, all or the relevant portion of which is incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in this Base Prospectus modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute part of this Base Prospectus. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in the Base Prospectus.

Any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a subsequent statement which is deemed to be incorporated by reference herein or contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise) (provided, however, that such statement shall only form part of the Base Prospectus to the extent that it is contained in a document, all or the relevant portion of which is incorporated by reference by way of a supplement produced in

Documents Incorporated by Reference

accordance with Article 16 of the Prospectus Directive). Any statement so modified or superseded shall not, except as so modified or superseded, constitute part of this Base Prospectus.

Copies of the documents incorporated by reference in this Base Prospectus, listed at (1) to (5) above will be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of the Issuer and at the specified offices of the Paying Agents.

General Description of the Programme

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of N&C Securities, the applicable Final Terms (or, in the case of Exempt N&C Securities, the applicable Pricing Supplement). The Issuer and any relevant Dealer may agree that N&C Securities may be issued in a form other than that contemplated in the Terms and Conditions, in which event, other than where N&C Securities are Exempt N&C Securities, a new Prospectus or a supplement to this Base Prospectus will be published which will describe the effect of the agreement reached in relation to such N&C Securities.

Words and expressions defined in "Form of the N&C Securities", the "Terms and Conditions of the N&C Securities" shall have the same meanings in this General Description.

Issuer

Santander UK plc (the "**Issuer**") may from time to time under the Programme issue notes ("**Notes**"), redeemable certificates ("**Certificates**" and together with the Notes, the "**N&C Securities**") linked to Preference Shares.

Programme Authorisation

The Programme and the issue of N&C Securities had been duly confirmed and authorised by a resolution of the Board of Directors of Santander UK plc dated 21 April 2017 and a funding and programme approval and authorisation given by two Directors of Santander UK plc dated 24 July 2018.

Programme Size

There is no limit on the aggregate outstanding nominal amount of N&C Securities that can be issued under the Programme.

Listing and Admission to Trading

N&C Securities may be:

- (a) listed on the Official List of Euronext Dublin (the "**Official List**") and admitted to trading on the regulated market of Euronext Dublin;
- (b) listed on the Official List of the United Kingdom Listing Authority and admitted to trading on the Regulated Market of the London Stock Exchange;
- (c) listed or admitted, as the case may be, on other or further stock exchange(s) or markets as indicated in the applicable Issue Terms in relation to each Series; or
- (d) neither listed nor admitted to trading on any market.

The applicable Issue Terms will state whether or not the relevant N&C Securities are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

The listing of N&C Securities on the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of N&C Securities which is to be admitted to listing on the Official List of Euronext Dublin or United Kingdom Listing Authority and to trading on Euronext Dublin's or the London Stock Exchange's regulated market will be admitted separately as and when issued, subject only to the issue of a Global N&C Security or N&C Securities initially representing the N&C Securities of such Tranche. Application has been made to Euronext Dublin for N&C Securities issued under the Programme to be admitted to the Official List and for such N&C Securities to be admitted to trading on Euronext Dublin's regulated market. Application will be made to the UK Listing Authority for N&C Securities issued under the Programme to be admitted to the Official List of the United Kingdom Listing Authority and to the London Stock Exchange for such N&C Securities to be admitted to trading on the London Stock Exchange's regulated market. The listing on Euronext Dublin of the Programme in respect of N&C Securities is expected to be granted on or around 3 August 2018.

General Description of the Programme

Passporting

In accordance with Article 18 of the Prospectus Directive, the Issuer may request that the Central Bank of Ireland provide the competent authority of the United Kingdom, the Financial Conduct Authority with a certificate of approval attesting that the Base Prospectus of the Issuer has been drawn up in accordance with the Prospectus Directive.

Types of N&C Securities

Subject to compliance with all relevant laws, regulations and directives, the N&C Securities that may be issued under the Programme may be N&C Securities where the interest payment is linked to:

- (a) an equity index or a basket of equity indices ("**Equity Index Linked Interest N&C Securities**");
- (b) an inflation index or a basket of inflation indices ("**Inflation Index Linked Interest N&C Securities**"); or
- (c) any combination of any of the above ("**Cross-Asset Linked Interest N&C Securities**").

Investors must review the Payout Annex together with the relevant Issue Terms to ascertain how the performance of the Reference Item(s) will affect the interest amount(s) payable on the N&C Securities.

The redemption amount payable in respect of N&C Securities issued under the Programme will be determined by reference to the value of the Preference Shares specified in the applicable Issue Terms and, unless the relevant N&C Securities are Exempt N&C Securities, if the N&C Securities are interest bearing, may be Fixed Rate N&C Securities, Floating Rate N&C Securities or Variable Interest Rate N&C Securities of the types described at (a) to (e) above.

Settlement

Settlement of the N&C Securities must be by way of cash settlement only.

Prospective investors must review the Payout Annex (for Non-Exempt N&C Securities) together with the applicable Issue Terms to ascertain details of the Reference Items (if any) (for the purposes of the determination of interest) and the Preference Shares (for the purposes of the determination of amounts payable upon redemption) and the Conditions and the applicable Final Terms to see how the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount, and any periodic interest payments are determined and when such amounts are payable, before making any decision to purchase any N&C Securities.

Distribution

N&C Securities may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

No offers, sales, resales or deliveries of any N&C Securities or distribution of any offering material relating to any N&C Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

As a result of the restrictions set out in the section of this Base Prospectus entitled "*Subscription and Sale*" on page 230, purchasers of N&C Securities are advised to consult legal or other expert advisors prior to making any purchase, offer, sale, resale or other transfer of such N&C Securities.

Form of N&C Securities

The N&C Securities of each Series will initially be represented by a global security in bearer form.

Bearer N&C Securities will be issued outside the United States in reliance on Regulation S.

Immobilised Bearer N&C Securities will be issued through Citibank, N.A., London Branch in its capacity as Book-Entry Depository pursuant to an N&C Securities Depository Agreement dated on or about the date of this Base Prospectus and may not at any time be

General Description of the Programme

offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person, as described in "*Form of the N&C Securities*".

CREST Depository Interests

If CREST Depository Instruments are specified in the Issue Terms, investors may hold indirect interests in the N&C Securities (such N&C Securities being "**Underlying Securities**") through CREST (being the system for the paperless settlement of trades and the holding of uncertificated securities operated by Euroclear UK & Ireland Limited or any successor thereto in accordance with the United Kingdom Uncertificated Securities Regulations 2001, as amended) by holding dematerialised depository interests ("**CREST Depository Interests**").

CREST Depository Interests are independent securities constituted under English law issued, held, settled and transferred through Euroclear UK and Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**"). CREST Depository Interests are issued by CREST Depository Limited or any successor thereto (the "**CREST Depository**") pursuant to the Global Deed Poll dated 25 June 2001, in the form from time to time contained in Chapter 8 of the CREST International Manual (which forms part of the CREST Manual) (as defined below in "*Book-Entry Clearance Systems and Settlement*") (as subsequently modified, supplemented and/or restated) (the "**CREST Deed Poll**").

CREST Depository Interests represent indirect interests in the Underlying Securities to which they relate and holders of CREST Depository Interests will not be the legal owners of the Underlying Securities. Holders of CREST Depository Instruments will not be entitled to deal directly in the N&C Securities and, accordingly, all dealings in the N&C Securities will be effected through CREST in relation to the holding of CREST Depository Interests.

The Underlying Securities (as distinct from the CREST Depository Interests representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through the relevant Clearance System. Rights in the Underlying Securities will be held through custodial and depository links through the relevant Clearance System. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the relevant Clearance System in or through which the Underlying Securities are held.

CREST International Nominees Limited or another entity appointed to act as nominee in accordance with the CREST Deed Poll (the "**CREST Nominee**") will hold the legal title to the Underlying Securities and the direct enforcement right in respect of the Underlying Securities. This could result in a holder of CREST Depository Interests receiving less than, or none of, the full amount payable in respect of the Underlying Securities in the event of any insolvency or liquidation of any relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

The rights of the holders of CREST Depository Interests in respect of their indirect interests in the relevant N&C Securities will be governed by the arrangements between CREST and Euroclear Bank S.A., Euroclear Bank N.V. and/or Clearstream Banking S.A., Luxembourg or any other clearing system specified in the Issue Terms in respect of the relevant N&C Securities in which the Underlying Securities are held, including the CREST Deed Poll executed by the CREST Depository. These rights are different from those of holders of N&C Securities which are not represented by CREST Depository Interests.

CREST Depository Interests are further described in the section entitled "*Book-Entry Clearance Systems and Settlement*".

Governing Law

The N&C Securities and any non-contractual obligations arising out of or in connection with the N&C Securities will be governed by, and construed in accordance with, English law.

General Terms and Conditions of the N&C Securities

GENERAL TERMS AND CONDITIONS OF THE N&C SECURITIES

The following general terms and conditions (the "**N&C Security Conditions**"), together with the Annex(es) (if applicable), are the terms and conditions (collectively, the "**Conditions**") of the Linked N&C Securities which will be incorporated by reference into each Global N&C Security (as defined below) and each definitive N&C Security, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the Dealer at the time of issue but, if not so permitted and agreed, such definitive N&C Security will have endorsed thereon or attached thereto such Conditions. The applicable Final Terms, in the case of any Tranche of Non-Exempt N&C Securities (as defined below), will complete and supplement the Conditions in relation to each such Tranche of N&C Securities and the applicable Pricing Supplement in relation to any Tranche of Exempt N&C Securities will complete and supplement the Conditions in relation to such Tranche of N&C Securities and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, together with the Annex(es) (if applicable), replace or modify the following Conditions for the purpose of such N&C Securities. The applicable Final Terms (or the relevant provisions thereof) or the applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global N&C Security and definitive N&C Security. In the case of Non-Exempt N&C Securities, reference should be made to the "applicable Final Terms" for a description of the content of the applicable Final Terms which will specify which of such terms are to apply in relation to the relevant N&C Securities. References in these Conditions to "**Final Terms**" or "**Pricing Supplement**" shall mean a tranche of N&C Securities issued pursuant to this Base Prospectus and references to "**Issue Terms**" shall mean either (i) in respect of Non-Exempt N&C Securities, the applicable Final Terms or (ii) in respect of Exempt N&C Securities, the applicable Pricing Supplement, and should be construed accordingly.

This N&C Security is one of a Series of Linked N&C Securities (such N&C Securities being referred to hereinafter as "**N&C Securities**") issued by Santander UK plc (the "**Issuer**", which expression shall include any substitute pursuant to N&C Security Condition 14 (Substitution) below) pursuant to an Agency Agreement (as defined below). N&C Securities will be either notes ("**Notes**") or redeemable certificates ("**Certificates**"), as specified in the applicable Issue Terms, and references in these Terms and Conditions to "**N&C Security**", "**N&C Securities**", "**Note**", "**Notes**", "**Certificate**" or "**Certificates**" will be construed accordingly. This N&C Security is one of a Series (as defined below) of securities issued by the Issuer.

References herein to the "**N&C Securities**" shall be references to the N&C Security of this Series and shall mean:

1. in relation to any N&C Security(ies) represented by a global N&C Security in bearer form (a "**Global N&C Security**" (which includes any Bearer Global N&C Security and any Immobilised Bearer Global N&C Security (as defined below)):
 - (a) in the case of N&C Securities issued by nominal amount, units of each Specified Denomination in the Specified Currency of the applicable N&C Securities, each as specified in the applicable Issue Terms; and
 - (b) in the case of N&C Securities issued by unit, each unit of applicable N&C Securities;
2. any Global N&C Security;
3. any certificated depository interests (in the case of Immobilised Bearer Global N&C Securities (as defined below) to be settled through Euroclear and/or Clearstream, Luxembourg) ("**CDIs**" (as further defined in N&C Security Condition 1.6 below));
4. any Book Entry Interest (as defined in N&C Security Condition 1.6);
5. any definitive N&C Securities in bearer form ("**Definitive Bearer N&C Securities**") issued in exchange for a Bearer Global N&C Security; and
6. any definitive N&C Securities in registered (or inscribed) form ("**Definitive Registered N&C Securities**").

The N&C Securities and the Coupons (as defined below) have the benefit of an agency agreement dated on or about 3 August 2018 (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") made between the Issuer, Citibank, N.A., London as issuing and principal paying agent (the "**Principal Paying Agent**", which expression shall include any additional or successor agent acting in such capacities) and as transfer agent (the "**Transfer Agent**", which

General Terms and Conditions of the N&C Securities

expression shall include the Principal Paying Agent in its capacity as a transfer agent and any additional or successor transfer agents), Citigroup Global Markets Europe AG as registrar (the "**Registrar**", which expression shall include any additional or successor registrar) and the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**"). The Principal Paying Agent, the Registrar, the Paying Agents, the Transfer Agent and the Calculation Agent are together referred to as the "**Agents**".

References to "**Calculation Agent**" are to the entity specified as such in the applicable Issue Terms or any successor in such capacity.

The issue terms for this N&C Security (or the relevant provisions thereof) are set out in Part A of the Final Terms (or Pricing Supplement, in the case of Exempt N&C Securities) attached to or endorsed on this N&C Security which supplement these General Terms and Conditions of the Linked N&C Securities (the "**Conditions**", which term shall include one or more Annex(es) in the form annexed hereto (each an "**Annex**") if specified as applicable herein and/or in such Issue Terms) and, if the N&C Security is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt N&C Security**"), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify the Conditions for the purposes of this N&C Security. The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU). Any references to a "**Non-Exempt N&C Security**" are to a N&C Security that is not an Exempt N&C Security. References to the "**applicable Issue Terms**", "**applicable Final Terms**" or "**applicable Pricing Supplement**", as the case may be, are, unless otherwise stated, to Part A of the Final Terms or the Pricing Supplement, as appropriate, (or the relevant provisions thereof) attached to or endorsed on this N&C Security. Interest bearing Definitive Bearer N&C Securities have interest coupons ("**Coupons**") and in the case of N&C Securities which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference in these Conditions to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Registered N&C Securities and Global N&C Securities do not have Coupons or Talons attached on issue.

Any reference to "**N&C Securityholders**" or "**holders**" in relation to any N&C Securities shall mean the holders of the relevant N&C Security, as applicable, and shall, in relation to any N&C Securities represented by a Global N&C Security, be construed as provided below. Any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, "**Tranche**" means N&C Securities which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of N&C Securities together with any further Tranche or Tranches of N&C Securities which are (i) expressed to be consolidated and form a single series and (ii) have the same terms and conditions or terms and conditions which are the same in all respects save for the issue price and date of issue thereof, the amount and date of the first payment of interest thereon, if any, and the date from which interest starts to accrue.

The N&C Securityholders and the Couponholders are entitled to the benefit of the deed of covenant (such deed of covenant as modified, supplemented and/or restated from time to time, the "**Deed of Covenant**") dated 8 August 2017 and made by the Issuer. The original of the Deed of Covenant is held by the common depository for Euroclear and Clearstream, Luxembourg (each as defined herein).

Copies of the Agency Agreement (which contains the form of the Deed of Covenant) are available for inspection during normal business hours at the specified office of each of the Paying Agents. If the N&C Securities are to be admitted to trading on the regulated market of Euronext Dublin or the London Stock Exchange plc, the applicable Final Terms will be published on the website of Euronext Dublin or London Stock Exchange plc, as applicable (in the case of the London Stock Exchange plc through a regulatory information service). If an N&C Security is not so listed but is not an Exempt N&C Security, the applicable Final Terms will be published on the website of the Central Bank of Ireland (www.centralbank.ie) as the competent authority of the home member state for such N&C Securities. If an N&C Security is an Exempt N&C Security, the applicable Pricing Supplement will only be obtainable by a holder holding one or more N&C Securities and such N&C Securityholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such N&C Securities and identity. The N&C Securityholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Issue Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

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Words and expressions defined in the Agency Agreement or used in the applicable Issue Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Issue Terms, the applicable Issue Terms shall prevail. In the case of any inconsistency between any Annex(es) specified as applicable herein and/or in the applicable Issue Terms and other parts of these Conditions, the provisions of the applicable Annex(es) shall prevail unless otherwise specified herein. In the case of any inconsistency between the applicable Issue Terms and the Conditions, the applicable Issue Terms shall prevail.

1. FORM, DENOMINATION AND TITLE

1.1 FORM

Other than in the case of Book-Entry Interests, CDIs and Definitive Registered N&C Securities, the N&C Securities will be issued in bearer form in the currency (the "**Specified Currency**") and denominations (the "**Specified Denomination(s)**") specified in the applicable Issue Terms or (if so indicated in the applicable Issue Terms) in security units, and, in the case of definitive N&C Securities, serially numbered. N&C Securities of one Specified Denomination may not be exchanged for N&C Securities of another Specified Denomination. Unless otherwise specified in the applicable Issue Terms, the N&C Securities will be issued in classic global note ("**CGN**") form.

Each Tranche of N&C Securities in bearer form will be initially issued in the form of a temporary global security (a "**Temporary Bearer Global N&C Security**") or, if so specified in the applicable Issue Terms, a permanent global security (a "**Permanent Bearer Global N&C Security**" and, together with a Temporary Bearer Global N&C Security, a "**Bearer Global N&C Security**") which, in either case, will:

- (a) if the Global N&C Securities are intended to be issued in new global note ("**NGN**") form, as stated in the applicable Issue Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); or
- (b) if the Global N&C Securities are intended to be issued in CGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "**Common Depositary**") for, Euroclear and Clearstream, Luxembourg.

Interests in N&C Securities issued as bearer securities in immobilised form ("**Immobilised Bearer N&C Securities**") that may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person will initially be represented by a global security in bearer form (a "**Permanently Restricted Global N&C Security**" or a "**Immobilised Bearer Global N&C Security**").

The Immobilised Bearer Global N&C Securities will initially be issued in bearer form, without interest coupons, and title thereto will pass by delivery. If any N&C Securities are issued as Immobilised Bearer Global N&C Securities, then the entire Series of which they form part will be issued as Immobilised Bearer Global N&C Securities. Pursuant to an N&C securities depositary agreement (such agreement as amended and/or supplemented and/or restated from time to time, the "**N&C Securities Depositary Agreement**") dated on or around 8 August 2017 between the Issuer, Citibank N.A., London Branch (the "**Book-Entry Depositary**"), Citibank N.A., London Branch (the "**Custodian**") and Citigroup Global Markets Europe AG (the "**Registrar**"), the Immobilised Bearer Global N&C Securities of each Series will on issue be deposited with the Book-Entry Depositary. Pursuant to the terms of the N&C Securities Depositary Agreement, the Book-Entry Depositary will hold any Immobilised Bearer Global N&C Security for the holders of the CDIs and owners of the Book-Entry Interests as bare trustee and the owners of the Book-Entry Interests will accordingly be tenants in common in respect of the CDIs to the extent of the Book-Entry Interests in respect of which they are owners. The Book-Entry Depositary shall have only those rights, discretions, duties, obligations and responsibilities expressly specified in the N&C Securities Depositary Agreement and the Conditions and, other than holding any Immobilised Bearer Global N&C Security as bare trustee, as aforesaid, does not assume any relationship of trust for or with the owners of the Book-Entry Interests or any other person. In particular, the Book-Entry Depositary may not extinguish, cancel or otherwise terminate this arrangement other than pursuant to the terms of the N&C Securities Depositary Agreement and the Conditions. Holders of Book-Entry Interests are deemed to have notice of and shall be bound by the terms of the N&C Securities Depositary Agreement.

General Terms and Conditions of the N&C Securities

1.2 Interest and Redemption

For any Non-Exempt N&C Security, such N&C Security may be a Fixed Rate N&C Security, a Floating Rate N&C Security, an Equity Index Linked Interest N&C Security or an Inflation Index Linked Interest N&C Security, as specified in the Payout Annex depending upon the N&C Coupon Payout (as defined in the Payout Conditions) extracted, included and completed in the applicable Final Terms, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms. This N&C Security may be a non-interest bearing N&C Security, if specified as such in the applicable Final Terms.

If the applicable N&C Security is an Exempt N&C Security, such N&C Security may be (i) a Fixed Rate N&C Security, (ii) a Floating Rate N&C Security, (iii) a non-interest bearing N&C Security, (iv) a Variable Interest Rate N&C Security, or (v) any one of an Equity Index Linked Interest N&C Security or an Inflation Index Linked Interest N&C Security, or any other type of interest bearing N&C Securities or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

The amount payable on redemption, optional redemption or early redemption of this N&C Security will be determined by reference to the performance of preference shares, as described more fully in Condition 6 (Redemption and Purchase).

1.3 Coupons attached

Definitive Bearer N&C Securities are issued with Coupons, unless they are non-interest bearing N&C Securities in which case references to Coupons and Couponholders in these Conditions are not applicable. For all N&C Securities, settlement shall be by way of cash payment.

1.4 Title to Definitive Bearer and Definitive Registered N&C Securities

Subject as set out below, title to the Definitive Bearer N&C Securities and Coupons will pass by delivery and title to the Definitive Registered N&C Securities will pass upon registration of transfers in the books of the Register, which is kept by the Registrar, in accordance with the provisions of the Agency Agreement. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Definitive Bearer N&C Security or Coupon and the registered holder of any Definitive Registered N&C Security as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global N&C Security, without prejudice to the provisions set out in the next succeeding paragraph.

1.5 Title to N&C Securities represented by a Bearer Global N&C Security

For so long as any of the N&C Securities is represented by a Bearer Global N&C Security held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount or number of units of such N&C Securities (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount or number of units of such N&C Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount or number of units of such N&C Securities for all purposes other than with respect to the payment of principal or interest on such nominal amount or number of units of such N&C Securities, for which purpose the bearer of the relevant Bearer Global N&C Security shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount or number of units of such N&C Securities in accordance with and subject to the terms of the relevant Global N&C Security and the expressions "**N&C Securityholder**" and "**holder of N&C Securities**" and related expressions shall be construed accordingly.

N&C Securities which are represented by a Bearer Global N&C Security will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system

General Terms and Conditions of the N&C Securities

specified in Part B of the applicable Issue Terms or, in the case of Exempt N&C Securities only, as may be otherwise approved by the Issuer, the Registrar and the Paying Agents (each a "**Clearance System**").

1.6 Title to N&C Securities represented by an Immobilised Bearer Global N&C Security

In respect of Immobilised Bearer Global N&C Securities to be settled through Euroclear and/or Clearstream, Luxembourg ("**Permanently Restricted Immobilised Bearer N&C Securities**") which are deposited with the Book-Entry Depository, the Book-Entry Depository will issue registered certificated depositary interests ("**CDIs**") to a common depository for Euroclear and Clearstream, Luxembourg, or its nominee, and will record the CDIs in the books and records of the Registrar in the name of the nominee of the common depository. Ownership of interests in the Permanently Restricted Immobilised Bearer N&C Securities deposited with the Book-Entry Depository (the "**Book-Entry Interests**") will be limited to persons with an account with Euroclear and/or Clearstream, Luxembourg or persons who may hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be affected only through records maintained in book-entry form by Euroclear and/or Clearstream, Luxembourg and their participants.

2. TRANSFER

2.1 Transfers of interests in Immobilised Bearer Global N&C Securities

Transfers of Book-Entry Interests will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and in turn by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A Book-Entry Interest will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for registered N&C Securities in definitive form or for a Book-Entry Interest in another N&C Security only in the authorised denominations (in the case of N&C Securities) or number of security units (in the case of Certificates) set out in the applicable Issue Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

Pursuant to the N&C Securities Depository Agreement, the Immobilised Bearer Global N&C Securities may be transferred only to a successor to the relevant Book-Entry Depository.

Unless and until Book-Entry Interests are exchanged for Definitive Registered N&C Securities, the CDIs held by the common depository or its nominee for Euroclear and Clearstream, Luxembourg may not be transferred except as a whole to a nominee or a successor approved by the Issuer.

Book-Entry Interests will be subject to certain restrictions on transfer and certification requirements and may bear a legend regarding such restrictions.

All transfers of Book-Entry Interests between participants in Euroclear or participants in Clearstream, Luxembourg will be effected by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream, Luxembourg and their respective participants.

Book-Entry Interests in an Immobilised Bearer Global N&C Security may in certain circumstances be exchanged for Definitive Registered N&C Securities upon receipt by the Registrar of instructions from a Paying Agent. It is expected that such instructions of the Paying Agent will be based upon directions received by Euroclear or Clearstream, Luxembourg, as applicable, from the participant which owns the relevant Book-Entry Interests. Definitive Registered N&C Securities issued in exchange for a Book-Entry Interest will, except as otherwise determined by the Issuer in compliance with applicable law, be subject to certain restrictions on transfer and certification requirements and may bear a legend regarding such restrictions.

2.2 Transfers of Definitive Registered N&C Securities

Subject as provided in N&C Security Conditions 2.3 (Costs of registration) and 2.4 (Transfers of interests in Book-Entry Interests) below, upon the terms and subject to the terms and conditions set forth in the Agency Agreement, a Definitive

General Terms and Conditions of the N&C Securities

Registered N&C Security may be transferred in whole or in part in the authorised denominations set out in the applicable Issue Terms. In order to effect any such transfer:

- (A) the holder or holders must:
 - (i) surrender the Definitive Registered N&C Security for registration of the transfer of the Definitive Registered N&C Security (or the relevant part of the Definitive Registered N&C Security) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and
 - (ii) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent; and
- (B) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three (3) business days (being for the purposes of these Conditions a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Definitive Registered N&C Security for the same aggregate nominal amount or number of units as the Definitive Registered N&C Security (or the relevant part of the Definitive Registered N&C Security) transferred. In the case of a transfer of part only of a Definitive Registered N&C Security, a new Definitive Registered N&C Security in respect of the balance of the Definitive Registered N&C Security not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to such address as the transferor may request.

2.3 Costs of registration

N&C Securityholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by normal uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

2.4 Transfers of interests in Book-Entry Interests

Transfers of Book-Entry Interests or of a beneficial interest in a Book-Entry Interest may not at any time be made to a transferee in the United States or to, or for the account or benefit of, a U.S. Person and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised.

2.5 Definitions

In this N&C Security Condition 2, "**United States**" means the United States of America, including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction.

3. STATUS OF THE N&C SECURITIES

The N&C Securities and the related Coupons (if any) are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves and (subject to any applicable statutory provisions or judicial order) at least equally with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Issuer.

General Terms and Conditions of the N&C Securities

4. INTEREST

4.1 Interest Definitions

The applicable Issue Terms will indicate whether the N&C Securities are Variable Interest Rate N&C Securities of a type specified in the Payout Annex, Fixed Rate N&C Securities, Floating Rate N&C Securities or any combination of the foregoing. In the case of Exempt N&C Securities, the applicable Pricing Supplement will indicate the applicable interest basis.

Where the N&C Securities are specified to be Fixed Rate N&C Securities, the interest payable in respect of the N&C Securities will be calculated in accordance with N&C Security Condition 4.2 (Interest on Fixed Rate N&C Securities) below and/or the relevant provisions of the Payout Annex.

Where the N&C Securities are specified to be Floating Rate N&C Securities, the interest payable in respect of the N&C Securities will be calculated in accordance with N&C Security Condition 4.3 (Interest on Floating Rate N&C Securities and Variable Interest Rate N&C Securities) below and/or the relevant provisions of the Payout Annex.

Where the N&C Securities are Variable Interest Rate N&C Securities, the interest payable in respect of the N&C Securities will be calculated in accordance with N&C Security Condition 4.3 (Interest on Floating Rate N&C Securities and Variable Interest Rate N&C Securities) below and/or the relevant provisions of the Payout Annex and/or, in the case of Exempt N&C Securities only, the Pricing Supplement.

Where the N&C Securities are Exempt N&C Securities which are not Fixed Rate N&C Securities or Floating Rate N&C Securities, the interest payable in respect of the N&C Securities, if any, will be calculated in accordance with N&C Security Condition 4.4 (Interest on Exempt N&C Securities) below.

If the applicable Issue Terms state that the N&C Securities are non-interest bearing N&C Securities, this Condition 4 will not apply to the N&C Securities.

In these Conditions:

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this N&C Security Condition 4:

- (A) if **"Actual/Actual (ICMA)"** or **"Act/Act (ICMA)"** is specified in the applicable Issue Terms:
- (i) in the case of N&C Securities where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **"Accrual Period"**) is equal to or shorter than the Determination Period (as defined below) during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates (as specified in the applicable Issue Terms) that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; or
 - (ii) in the case of N&C Securities where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (a) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Issue Terms) that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; and
 - (b) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of

General Terms and Conditions of the N&C Securities

Determination Dates that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year;

- (B) if "**Actual/Actual (ISDA)**", "**Actual/Actual**", "**Act/Act**" or "**Act/Act (ISDA)**" is specified in the applicable Issue Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period (as defined above) falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (C) if "**Actual/365 (Fixed)**", "**Act/365 (Fixed)**", "**A/365 (Fixed)**" or "**A/365F**" is specified in the applicable Issue Terms, the actual number of days in the relevant Interest Period, divided by 365;
- (D) if "**Actual/365 (Sterling)**" is specified in the applicable Issue Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (E) if "**Actual/360**", "**Act/360**" or "**A/360**" is specified in the applicable Issue Terms, the actual number of days in the relevant Interest Period, divided by 360;
- (F) if "**30/360 (ICMA)**" is specified in the applicable Issue Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) up to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12-30 day months) divided by 360;
- (G) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Issue Terms, the number of days in the relevant Interest Period divided by 360, calculated on a formula basis as follows:

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

Where:

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

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

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

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

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

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

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

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

Where:

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

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

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

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

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

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

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

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

Where:

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

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

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

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

"**D₁**" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30; and

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

4.2 Interest on Fixed Rate N&C Securities

This N&C Security Condition 4.2 applies to Fixed Rate N&C Securities only. The applicable Issue Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this N&C Security Condition 4.2 and/or the relevant provisions of the Payout Annex for full information on the manner in which interest is calculated on Fixed Rate N&C Securities. In particular, the applicable Issue Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction, the Business Day Convention and any applicable Determination Date.

- (a) If no Fixed Coupon Amount or Broken Amount is specified in the applicable Issue Terms, the following provisions shall apply with respect to a Fixed Rate N&C Security:

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Each Fixed Rate N&C Security will bear interest from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Issue Terms shall be the Issue Date) at the rate(s) (expressed as a percentage) equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Scheduled Maturity Date.

Such interest will be payable in respect of each Fixed Rate N&C Security Interest Period. In these Conditions and for the purposes of Fixed Rate N&C Securities only, "**Fixed Rate N&C Security Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Issue Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined in N&C Security Condition 5.6 below), then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

Unless Day Count Fraction is specified as "Not Applicable" in the applicable Issue Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate N&C Securities which are represented by a Global N&C Security, the aggregate outstanding nominal amount of the Fixed Rate N&C Securities represented by such Global N&C Security; or
- (ii) in the case of Fixed Rate N&C Securities in definitive form held by each N&C Securityholder, the aggregate outstanding nominal amount of such Fixed Rate N&C Securities held by such N&C Securityholder,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with the Rounding Convention (as specified in N&C Security Condition 5 (Payments) below). Where the Specified Denomination of a Fixed Rate N&C Security in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate N&C Security shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

- (b) If a Fixed Coupon Amount or Broken Amount is specified in the applicable Issue Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Rate N&C Security Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Issue Terms, amount to the Broken Amount so specified.

4.3 Interest on Floating Rate N&C Securities and Variable Interest Rate N&C Securities

This N&C Security Condition 4.3 applies to Floating Rate N&C Securities and Variable Interest Rate N&C Securities only. The applicable Issue Terms contains provisions applicable to the determination of interest in respect of such N&C Securities and must be read in conjunction with this N&C Security Condition 4.3 and/or the relevant provisions of the Payout Annex for full information on the manner in which interest is calculated on Floating Rate N&C Securities and

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Variable Interest Rate N&C Securities. In particular, the applicable Issue Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention and any Additional Business Centres. In respect of Floating Rate N&C Securities, the applicable Issue Terms will specify whether ISDA Determination, Screen Rate Determination or Bank of England Base Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Principal Paying Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Issue Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Issue Terms will also specify the applicable Reference Rate, any Rate Multiplier, Interest Determination Date(s) and Relevant Screen Page. Where Bank of England Base Rate Determination applies to the calculation of interest, the applicable Issue Terms will also specify the Designated Maturity, Interest Determination Date(s) and Relevant Screen Page. In respect of Variable Interest Rate N&C Securities, the applicable Issue Terms will identify those items specified in the applicable paragraph of the Payout Annex.

(A) *Interest Payment Dates*

Each Floating Rate N&C Security and Variable Interest Rate N&C Security will bear interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year, as specified in the applicable Issue Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Issue Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Issue Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, "**Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Issue Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined in N&C Security Condition 4.6 below), then, if the Business Day Convention specified is:

- (a) in any case where Specified Periods are specified in accordance with N&C Security Condition 4.3(A)(ii) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (b) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (c) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (d) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

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(B) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate N&C Securities will be determined in the manner specified in the applicable Issue Terms. The Rate of Interest payable from time to time in respect of Variable Interest Rate N&C Securities will be determined in accordance with the relevant paragraph of the Payout Annex as completed by the applicable Issue Terms.

(i) *ISDA Determination for Floating Rate N&C Securities*

Where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be (x) the relevant ISDA Rate (y) plus or minus (as indicated in the applicable Issue Terms) the Margin (if any) the result of which will be (z) multiplied by the Rate Multiplier, if any, provided the Rate of Interest may not be less than zero. For the purposes of this sub paragraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other person specified in the applicable Issue Terms, under an interest rate swap transaction if the Principal Paying Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

- (a) the Floating Rate Option is as specified in the applicable Issue Terms;
- (b) the Designated Maturity is that period specified in the applicable Issue Terms; and
- (c) the relevant Reset Date is the day specified in the applicable Issue Terms.

For the purposes of this sub-paragraph (i), (x) "**Euro-zone**" means the region comprised of member states of the European Union ("**Member States**") that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union and the Treaty of Amsterdam and (y) "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Rate of Interest is to be determined, unless otherwise stated in the applicable Issue Terms, the Minimum Rate of Interest shall be deemed to be zero.

(ii) *Screen Rate Determination for Floating Rate N&C Securities*

(a) Where Screen Rate Determination is specified in the applicable Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be (x) either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being either the London interbank offered rate ("**LIBOR**") or the European interbank offered rate ("**EURIBOR**"), as specified in the applicable Issue Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11:00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date (as specified in the applicable Issue Terms) in question, in each case (y) plus or minus (as indicated in the applicable Issue Terms) the Margin (if any), the result of which will be (z) multiplied by the Rate Multiplier

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(if any), all as determined by the Principal Paying Agent or other person as specified in the applicable Issue Terms and provided the Rate of Interest may not be less than zero. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent (or other person as specified in the applicable Issue Terms) for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

(iii) *Bank of England Base Rate Determination for Floating Rate N&C Securities*

Where Bank of England Base Rate Determination is specified in the applicable Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be (x) the Bank of England Base Rate (y) plus or minus (as indicated in the applicable Issue Terms) the Margin (if any), the result of which will be (z) multiplied by the Rate Multiplier, if any, all as determined by the Calculation Agent.

"Bank of England Base Rate" means the most recent published rate for deposits for a period equal to the Designated Maturity (as specified in the applicable Issue Terms) which appears on the Relevant Screen Page (as specified in the applicable Issue Terms) as of 5:00 p.m., London time, on the Interest Determination Date (as specified in the applicable Issue Terms) or, if such Relevant Screen Page is not available, such replacement page as the Calculation Agent shall select, or if the Calculation Agent determines no suitable replacement page exists, the rate determined by the Calculation Agent in good faith and in a commercially reasonable manner.

(iv) If, in respect of Exempt N&C Securities, the Reference Rate from time to time in respect of Floating Rate N&C Securities is specified in the applicable Pricing Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Exempt N&C Securities will be determined as provided in the applicable Pricing Supplement.

(C) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Issue Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (B) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If no other Minimum Rate of Interest for any Interest Period is specified in the applicable Issue Terms, then the Minimum Rate of Interest in respect of such Interest Period shall be deemed to be zero and in no event shall the Rate of Interest for such calculation period in accordance with N&C Security Condition 4.3(B) above be less than zero.

If the applicable Issue Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (B) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

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

The Principal Paying Agent (or other person as specified in the applicable Issue Terms), in the case of Floating Rate N&C Securities, and the Calculation Agent, in the case of Variable Interest Rate N&C Securities will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of

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Interest for the relevant Interest Period. In the case of Variable Interest Rate N&C Securities, if applicable, the Calculation Agent will determine the Rate of Interest as provided in the Payout Annex as completed by the applicable Issue Terms. The Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

In the case of Variable Interest Rate N&C Securities, if applicable, the Calculation Agent will determine the Interest Amount as provided in the Payout Annex as completed by the applicable Issue Terms.

Unless Day Count Fraction is specified as "Not Applicable" in the applicable Issue Terms, the Principal Paying Agent (or other person as specified in the applicable Issue Terms), in the case of Floating Rate N&C Securities, and the Calculation Agent, in the case of all other Variable Interest Rate N&C Securities, will calculate the amount of interest (the "**Interest Amount**") payable on the N&C Securities for the relevant Interest Period by applying the Rate of Interest to:

- (a) in the case of Floating Rate N&C Securities and Variable Interest Rate N&C Securities which are represented by a Global N&C Security, the aggregate outstanding nominal amount of the applicable N&C Securities represented by such Global N&C Security;
- (b) in the case of Floating Rate N&C Securities and Variable Interest Rate N&C Securities which are in definitive form held by each N&C Securityholder, the aggregate outstanding nominal amount of such Floating Rate N&C Securities or Variable Interest Rate N&C Securities (as applicable) held by such N&C Securityholder,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with the Rounding Convention (as specified in N&C Security Condition 5 (Payments) below). Where the Specified Denomination of a Floating Rate N&C Security or a Variable Interest Rate N&C Security in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such N&C Security shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding. In such case, the Calculation Agent will notify the Principal Paying Agent of the Interest Amount for the relevant Interest Period as soon as practicable after calculating the same.

(E) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Issue Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Issue Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Issue Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

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

The Principal Paying Agent (or other person as specified in the applicable Issue Terms) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange and/or market on which the relevant Floating Rate N&C Securities or a Variable Interest Rate N&C Securities are for the time being listed and/or admitted to trading and notice thereof

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to be published in accordance with N&C Security Condition 13 (Notices) as soon as possible after their determination but in no event later than the fourth (4th) London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange and/or market on which the relevant Floating Rate N&C Securities or Variable Interest Rate N&C Securities are for the time being listed and/or admitted to trading and to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices). For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

(G) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this N&C Security Condition 4.3 (Interest on Floating Rate N&C Securities and Variable Interest Rate N&C Securities), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent (if applicable), the other Paying Agents and all N&C Securityholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the N&C Securityholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent (if applicable) in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

4.4 Interest on Exempt N&C Securities

The rate or amount of interest, if any, payable in respect of Exempt N&C Securities which are not Fixed Rate N&C Securities or Floating Rate N&C Securities shall be determined in the manner specified in the applicable Pricing Supplement.

4.5 Accrual of interest

In respect of each interest bearing N&C Security no interest will be payable on any early redemption of the N&C Securities unless the relevant Interest Payment Date has occurred on or prior to the relevant Early Redemption Date and the interest payable in respect of such Interest Payment Date has not already been paid.

Unless early redeemed or purchased and cancelled, each N&C Security will cease to bear interest (if any) from the date for its final redemption or if earlier, the Scheduled Maturity Date unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue on the relevant payment of principal on a daily basis from and including such date of presentation at the relevant Rate of Interest and on the basis of the applicable Day Count Fraction or, if Day Count Fraction is specified as "Not Applicable" in the applicable Issue Terms, at such day count fraction as would customarily apply to the calculation of interest on securities denominated in the Specified Currency as selected by the Principal Paying Agent (or other person as specified in the applicable Issue Terms), in the case of Fixed Rate N&C Securities and Floating Rate N&C Securities, or the Calculation Agent, in the case of all other Variable Interest Rate N&C Securities acting in good faith and in a commercially reasonable manner, until whichever is the earlier of:

- (A) the date on which all amounts due in respect of such N&C Security have been paid; and
- (B) five (5) days after the date on which the full amount of the moneys payable in respect of such N&C Security has been received by the Principal Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

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4.6 Business Day

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

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre specified in the applicable Issue Terms and if TARGET2 is specified, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (or any successor thereto) (the "**TARGET2 System**") is open; and
- (b) either (x) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency (which if the currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (y) in relation to any sum payable in euro, a day on which the TARGET2 System is open. Unless otherwise provided in the applicable Issue Terms, or as above, the principal financial centre of any currency for the purpose of these Conditions shall be as provided in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Associations, Inc. and as amended and updated as at the Issue Date of the first Tranche of the N&C Securities (the "**ISDA Definitions**").

4.7 Interest calculations without a day count fraction

If any amount of interest is to be determined and Day Count Fraction is specified as "Not Applicable" in the applicable Issue Terms such amount of interest will be calculated as specified in the applicable Issue Terms and any reference to a Day Count Fraction in this N&C Security Condition 4 will be deemed not to apply.

4.8 Fixed Income Benchmark

If the applicable Issue Terms specify that a Rate of Interest is to be determined in accordance with this N&C Security Condition 4.8, then, in respect of any relevant Interest Determination Date or Reset Date specified in the applicable Issue Terms for which that Rate of Interest is to be determined, the Rate of Interest will be determined for these purposes only in accordance with this N&C Security Condition 4 (Interest) on the following basis:

- (a) the N&C Securities are deemed to be Floating Rate N&C Securities to which Screen Rate Determination or ISDA Determination or Bank of England Base Rate Determination applies as specified under the heading "Fixed Income Benchmark" in the applicable Issue Terms;
- (b) if Screen Rate Determination applies the Reference Rate will mean the relevant LIBOR or EURIBOR rate as specified under the heading "Fixed Income Benchmark" in the applicable Issue Terms and the Relevant Screen Page will be as specified under the heading "Fixed Income Benchmark" in the applicable Issue Terms;
- (c) if ISDA Determination applies the Floating Rate Option and the Designated Maturity will be deemed to be the relevant option and period respectively specified under the heading "Fixed Income Benchmark" in the applicable Issue Terms;
- (d) if Bank of England Base Rate Determination applies the Designated Maturity and Relevant Screen Page will be deemed to be the relevant period and page respectively specified under the heading "Fixed Income Benchmark" in the applicable Issue Terms;
- (e) each day on which the Rate of Interest is to be determined will be deemed to be a Reset Date;
- (f) each of the Margin, the Minimum Rate of Interest, the Maximum Rate of Interest and the Additional Business Centre, if any, will be the values or centres specified as such under the heading "Fixed Income Benchmark" in the applicable Issue Terms;

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- (g) the Calculation Agent will be the party making all Rate of Interest determinations and, where Screen Rate Determination applies, notwithstanding the final paragraph of N&C Security Condition 4.3(B)(ii), if the Calculation Agent is unable to determine the Rate of Interest in accordance with N&C Security Condition 4.3(B)(ii), the Rate of Interest will be determined by the Calculation Agent in good faith and in a commercially reasonable manner as the rate it determines would have prevailed but for the relevant disruption or other event.

4.9 Delay of interest payment

In the event that pursuant to any adjustment or disruption provision in the Conditions any payment of interest would be delayed beyond the Maturity Date payment will be made in such manner as shall be notified to N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

5. PAYMENTS

5.1 Payments in respect of Definitive Bearer N&C Securities

- (A) *Payments in respect of Definitive Bearer N&C Securities*

Subject as provided below:

- (i) payments in a Specified Currency other than euro or U.S. Dollars will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency;
- (ii) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (iii) payments will be made in U.S. Dollars by transfer to a U.S. Dollar account maintained by the payee with a bank outside of the United States (which expression, as used in this N&C Security Condition 5, means the United States of America, including the States and the District of Columbia and its possessions), or by cheque drawn on a United States bank. In no event will payment in respect of any Definitive Bearer N&C Security be made by a cheque mailed to an address in the United States. All payments of interest in respect of Definitive Bearer N&C Securities will be made to accounts located outside the United States except as may be permitted by United States tax law in effect at the time of such payment without detriment to the Issuer.

- (B) *Payment of Principal and Interest in respect of Definitive Bearer N&C Securities and Coupons*

Payments of principal in respect of Definitive Bearer N&C Securities will (subject as provided below) be made in the manner provided in N&C Security Condition 5.1(A) (*Payments in respect of Definitive Bearer N&C Securities*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer N&C Securities, and payments of interest in respect of Definitive Bearer N&C Securities will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

- (C) *Missing Unmatured Coupons*

Fixed Rate N&C Securities in definitive bearer form (other than Long Maturity N&C Securities (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing

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which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten (10) years after the Relevant Date (as defined in N&C Security Condition 8 (Prescription)) in respect of such principal (whether or not such Coupon would otherwise have become void under N&C Security Condition 8 (Prescription)) or, if later, five (5) years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

(D) *Unmatured Coupons and Talons void*

Upon any Fixed Rate N&C Security in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate N&C Security, Variable Interest Rate N&C Security or Long Maturity N&C Security in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity N&C Security**" is a Fixed Rate N&C Security (other than a Fixed Rate N&C Security which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such N&C Security shall cease to be a Long Maturity N&C Security on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such N&C Security.

If the due date for redemption of any Definitive Bearer N&C Security is not an Interest Payment Date, interest (if any) accrued in respect of such N&C Security from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant Definitive Bearer N&C Security.

(E) *Payments of Principal and Interest in respect of Global N&C Securities*

Payments of principal and interest (if any) in respect of N&C Securities represented by any Global N&C Security in bearer form will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer N&C Securities and otherwise in the manner specified in the Definitive Bearer Global N&C Securities against presentation or surrender, as the case may be, of such Global N&C Securities at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global N&C Securities, distinguishing between any payment of principal and any payment of interest, will be made on such Global N&C Securities by the Paying Agent to which it was presented and such record shall be *prima facie* evidence that the payment in question has been made.

No payments of principal, interest or other amounts due in respect of a Global N&C Security will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

5.2 Payments in respect of Immobilised Bearer Global N&C Securities

Payments of any amounts owing in respect of the Immobilised Bearer Global N&C Securities (including principal, interest and instalments, if any) will be made by the Issuer in the Settlement Currency to the relevant Paying Agent. The relevant Paying Agent will, in turn, make such payments to the Custodian in its capacity as the bearer of the relevant Immobilised Bearer Global N&C Securities and the amount so received by the Custodian is forwarded by it to the Book-Entry Depository in accordance with the terms of the N&C Securities Depository Agreement. Upon receipt of any such amounts, the Book-Entry Depository will pay the amounts so received to the common depository for Euroclear and/or Clearstream, Luxembourg, as applicable, which will distribute such payments to participants in accordance with their procedures.

The Issuer, the Principal Paying Agent and the Registrar will treat the bearer of the Immobilised Bearer Global N&C Securities as the owners thereof for the purpose of receiving payments and for all other purposes. Consequently, none of

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the Issuer, the Book-Entry Depository, any Agent, the Registrar or any agent of the Issuer, any Agent or the Registrar has or will have any responsibility or liability for:

- (A) any aspect of the records of Euroclear, Clearstream, Luxembourg or any participants or indirect participant relating to, or payments made on account of, Euroclear, Clearstream, Luxembourg or any participant or indirect participant relating to or payments made on account of a Book-Entry Interest; or
- (B) Euroclear, Clearstream, Luxembourg or any participant or indirect participant.

Payments by participants to owners of Book-Entry Interests held through participants are the responsibility of such participants.

In the event any Immobilised Bearer Global N&C Security (or any portion thereof) is redeemed, the Book-Entry Depository will, through Euroclear or Clearstream, Luxembourg, as applicable, redeem an equal amount of the Book-Entry Interests in such Immobilised Bearer Global N&C Security from the amount received by it in respect of the redemption of such Immobilised Bearer Global N&C Security. The redemption price payable in connection with the redemption of such Book-Entry Interests will be equal to the amount received by the Book-Entry Depository in connection with the redemption of such Immobilised Bearer Global N&C Securities (or any portion thereof).

5.3 Payments in respect of Definitive Registered N&C Securities

- (A) *Payments of principal in respect of Definitive Registered N&C Securities*

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Definitive Registered N&C Security will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Definitive Registered N&C Security at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account of the holder (or the first named of joint holders) of the Definitive Registered N&C Security appearing in the register of holders of the Definitive Registered N&C Security maintained by the Registrar (the "**Register**") at the close of business on the fifteenth (15th) calendar day (whether or not such fifteenth day is a business day) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank. For these purposes, "**Designated Account**" means the account maintained by a holder with a designated bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

- (B) *Payments of interest in respect of Definitive Registered N&C Securities*

Payments of interest in respect of each Definitive Registered N&C Security, if any, will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Definitive Registered N&C Security appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three (3) business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Definitive Registered N&C Security, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Definitive Registered N&C Securities which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Definitive Registered N&C Security on redemption will be made in the same manner as payment of the principal amount of such Definitive Registered N&C Security.

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Holders of Definitive Registered N&C Securities will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Definitive Registered N&C Security as a result of a cheque posted in accordance with this N&C Security Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Definitive Registered N&C Securities.

5.4 General provisions applicable to payments

- (A) The holder of a Global N&C Security shall be the only person entitled to receive payments or to make a claim in respect of N&C Securities represented by such Global N&C Security and the Issuer will be discharged by payment to, or to the order of, the holder of such Global N&C Security in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg or the relevant clearance system specified in the applicable Issue Terms, as the beneficial holder of a particular nominal amount or number of units of N&C Securities represented by such Global N&C Security must look solely to Euroclear or Clearstream, Luxembourg or the relevant clearance system specified in the applicable Issue Terms, as the case may be, for his share of each payment so made by the Issuer or to the order of, the holder of such Global N&C Security.
- (B) Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required: (a) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto; and (b) pursuant to Section 871(m) of the Code (**871(m) Withholding**). Any such amounts withheld or deducted will be treated as paid for all purposes under the N&C Securities, and no additional amounts will be paid on the N&C Securities with respect to any such withholding or deduction.

In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the N&C Securities, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

Payments on the N&C Securities that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

- (C) Upon the date on which any Variable Interest Rate N&C Securities in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

5.5 Place of Payment

Notwithstanding the foregoing provisions of this N&C Security Condition 5, if any amount of principal and/or interest in respect of N&C Securities (other than those in definitive registered form) is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such N&C Securities will be made at the specified office of a Paying Agent in the United States if:

- (A) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer N&C Securities in the manner provided above when due;

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- (B) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (C) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Any amount payable in respect of an N&C Security which exceeds the sum subscribed represents an amount payable by the Issuer (i) as consideration for the use of the sum subscribed by the Issuer and (ii) as compensation for and in recognition that in certain circumstances the amount repayable on maturity may be less than the sum subscribed or that the amount paid in excess of the sum subscribed may have been less than the prevailing rate of interest (generally payable by the Issuer) at the time when the N&C Securities were issued.

5.6 Payment Days

Subject to N&C Security Condition 4.3(A) (*Interest Payment Dates*), if the date for payment (the "**Relevant Payment Date**") of any amount in respect of any N&C Security or Coupon is not a Payment Day, the holder thereof will instead be entitled to payment on the relevant day determined in accordance with the relevant Payment Day Convention as set out below and will not be entitled to any further interest or other payment in respect of any delay.

Where:

- (a) the Payment Day Convention is specified as "Following" in the applicable Issue Terms, or where no Payment Day Convention is specified in the applicable Issue Terms, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place;
- (b) the Payment Day Convention is specified as "Modified Following" in the applicable Issue Terms, the holder thereof shall not be entitled to payment until the next day which is a Payment Day unless such day falls in the next calendar month, in which event such holder shall be entitled to payment on the Payment Day immediately preceding the Relevant Payment Date (the "**Adjusted Date for Payment**"); and
- (c) the Payment Day Convention is specified as "Preceding" in the applicable Issue Terms, the holder thereof shall be entitled to payment on the Payment Day immediately preceding the Relevant Payment Date (the "**Adjusted Date for Payment**"),

Provided that, in the event that any day upon which a valuation or determination is required to be made for the purposes of determining the amount of the payment to be made in respect of the Relevant Payment Date (each such date a "**Relevant Valuation Date**") would, as a result of the adjustment anticipated in paragraph (b) or (c) above, fall after the second Business Day preceding the Adjusted Date for Payment, N&C Securityholders will not be entitled to the relevant payment due in respect of the Relevant Payment Date until the day falling two (2) Business Days following the last occurring Relevant Valuation Date.

"**Payment Day**" means any day which (subject to N&C Security Condition 8 (Prescription)):

- (i) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (a) in the case of N&C Securities in definitive form only, the relevant place of presentation; and
 - (b) each Additional Financial Centre specified in the applicable Issue Terms; and
- (ii) either (A) in relation to any sum payable in a relevant currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of each such relevant currency (which if the relevant currency is Australian dollars or New Zealand dollars shall be Sydney

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and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

5.7 Interpretation of principal

Any reference in the Conditions to principal in respect of the N&C Securities shall be deemed to include, as applicable:

- (A) the Final Redemption Amount of the N&C Securities;
- (B) the Early Redemption Amount of the N&C Securities; and
- (C) the Optional Redemption Amount(s) (if any) of the N&C Securities.

5.8 Rounding Convention

For the purposes of calculations made pursuant to N&C Security Condition 4.2 (Interest on Fixed Rate N&C Securities), N&C Security Condition 4.3 (Interest on Floating Rate N&C Securities and Variable Interest Rate N&C Securities), and N&C Security Condition 6 (Redemption and Purchase) any figure to be rounded will, if other than a sub-unit in the relevant Specified Currency:

- (A) if "Rounded Up" is specified in the applicable Issue Terms, be rounded upwards to the next sub-unit of the relevant Specified Currency,
- (B) if "Rounded Down" is specified in the applicable Issue Terms, be rounded downwards to the next sub-unit of the relevant Specified Currency; or
- (C) in the event that no Rounding Convention is specified in the applicable Issue Terms be rounded down as if "Rounded Down" had been specified,

provided that, in each case, the Calculation Amount in respect of N&C Securities which are (i) held by the same N&C Securityholder, (ii) of the same Series and (iii) in definitive form, shall be aggregated for the purpose of determining the aggregate amount (a) of interest due in respect of any Interest Payment Date or (b) payable in respect of principal due (including for the avoidance of doubt the Final Redemption Amount).

5.9 Sub-units

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

6. REDEMPTION AND PURCHASE

6.1 Redemption at maturity

- (a) Unless previously redeemed or purchased and cancelled as specified below, each N&C Security will be redeemed by the Issuer at its Final Redemption Amount in the relevant Specified Currency, on the Maturity Date (each as specified in the applicable Final Terms).
- (b) The "**Final Redemption Amount**" in respect of each nominal amount of the N&C Securities equal to the Calculation Amount shall be an amount rounded in accordance with N&C Security Condition 5.8 above in the Specified Currency calculated by the Calculation Agent equal to:

$$\text{Calculation Amount} \times \frac{\text{PreferenceShare Value}_{\text{final}}}{\text{PreferenceShare Value}_{\text{initial}}}$$

Where:

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"**Company**" means Santander UK (Structured Solutions) Limited;

"**Final Reference Date**" means the number of Business Days specified in the applicable Issue Terms following the Preference Share Valuation Date;

"**Initial Reference Date**" has the meaning specified in the applicable Issue Terms;

"**Preference Shares**" means the series of redeemable preference shares of the Company specified in the applicable Issue Terms;

"**Preference Share Valuation Date**" means:

- (a) the date so specified in the relevant Issue Terms, or,
- (b) if the Preference Shares become subject to redemption due to a related financial product being subject to early redemption, the date scheduled for valuation of the underlying asset(s) or reference basis(es) for the Preference Shares; or
- (c) if any date(s) for valuation of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day described in (a) or (b) above, as the case may be, is or is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Valuation Date will be such delayed valuation or determination date(s) (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation or determination date(s) if there is more than one delayed valuation date or delayed determination date),

in each case, as determined by the Calculation Agent;

"**Preference Share Value**" means, in respect of any day, the fair market value per Preference Share at the Valuation Time on that day as determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent considers to be appropriate including, but not limited to, (a) interest rates, index levels, implied volatilities in the option markets and exchange rates; (b) the remaining life of the Preference Share had they not been redeemed until the Final Preference Share Valuation Date; (c) the value at the relevant time of any redemption amount which would have been applicable had the Preference Share remained outstanding to the Final Preference Share Redemption Date and/or any Early Preference Share Redemption Date; and (d) prices at which other market participants might bid for shares similar to the Preference Shares;

"**Preference Share Value_{final}**" means the Preference Share Value on the Final Reference Date;

"**Preference Share Value_{initial}**" means the Preference Share Value on the Initial Reference Date, and

"**Valuation Time**" means the time specified as such in the Issue Terms,

all as determined by the Calculation Agent.

6.2 Redemption at the option of the Issuer (Issuer Call)

This N&C Security Condition 6.2 applies to N&C Securities which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons), such option being referred to as an "Issuer Call". The applicable Issue Terms completes provisions applicable to any Issuer Call and must be read in conjunction with this N&C Security Condition 6.2 for full information on any Issuer Call. In particular, the applicable Issue Terms will identify the Optional Preference Share Redemption Valuation Date.

If Issuer Call is specified as being applicable in the applicable Issue Terms, the Issuer may, having given (i) not less than 5 Business Days' notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) and (ii) not less than 15 days before the giving of the notice referred to in part (i) of this paragraph, notice to the Principal Paying

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Agent and, in the case of a redemption of Definitive Registered N&C Securities, the Registrar (which notices will be irrevocable and will specify the date fixed for redemption), redeem all but not some only of the N&C Securities then outstanding on any Optional Redemption Date and at the Optional Redemption Amount.

For the purposes of these Conditions:

"Optional Redemption Amount" means an amount rounded in accordance with N&C Security Condition 5.8 above in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as defined in Condition 7.1 above) except that, for these purposes, the definition of Preference Share Value_{final} will be the Preference Share Value on the Optional Redemption Valuation Date;

"Optional Redemption Date(s)" means the third Business Day following the Optional Redemption Valuation Date;

"Optional Redemption Valuation Date" means the third Business Day following the Optional Preference Share Redemption Valuation Date; and

"Optional Preference Share Redemption Valuation Date" means the date specified as such in the applicable Issue Terms or, if such date for valuation of or any determination in respect of the underlying asset or reference basis (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Optional Preference Share Redemption Valuation Date shall be such delayed valuation or determination date (or the last occurring such delayed valuation date or determination date, if there is more than one delayed valuation date or delayed determination date), all as determined by the Calculation Agent.

6.3 Redemption for tax reasons

If Issuer Tax Call is specified as being applicable in the applicable Issue Terms, subject to N&C Security Condition 6.5, the N&C Securities may be redeemed at the option of the Issuer (such option being referred to as an **"Issuer Tax Call"**) in whole, but not in part, at any time (if this N&C Security is not a Floating Rate N&C Security or a Variable Interest Rate N&C Security) or on any Interest Payment Date (if this N&C Security is a Floating Rate N&C Security or a Variable Interest Rate N&C Security), on giving not less than 5 Business Days' notice to the Principal Paying Agent and, in accordance with N&C Security Condition 13 (Notices), the N&C Securityholders (which notice will be irrevocable), if:

- (a) on the occasion of the next payment due under the N&C Securities, the Issuer has or will become obliged to deduct, withhold or otherwise pay or account for any present or future taxes, duties, assessments or governmental charges levied; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it. Reasonable measures shall not include anything or which would cause the Issuer to incur any material costs, and

such circumstances being referred to as **"Issuer Tax Call Circumstances"** provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer be obliged to account for any such taxes, duties, assessments or governmental changes were a payment in respect of the N&C Securities then due.

Before the publication of any notice in respect of an Issuer Tax Call, the Issuer shall deliver to the Principal Paying Agent a certificate duly signed by the Issuer stating that the Issuer is entitled to effect such redemption on the basis of an opinion of a firm of independent legal advisers or accountants dated no earlier than three months prior to the date of such notice to the effect either that:

- (a) Issuer Tax Call Circumstances exist; or that
- (b) upon a change in or amendment to the laws or regulations of the United Kingdom or other relevant jurisdiction (including any authority or political subdivision therein or thereof having power to tax), including any treaty to which the relevant jurisdiction is a party, or a change in the official application of those laws or regulations, which at the date of such certificate is proposed to be made and in the opinion of such firm is reasonably

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expected to become effective on or prior to the date when the relevant payment in respect of the N&C Securities would otherwise be made, becoming so effective, Issuer Tax Call Circumstances would exist.

N&C Securities redeemed pursuant to this N&C Security Condition will be redeemed at their Early Redemption Amount referred to in N&C Security Condition 6.5 below.

6.4 Other early redemption or adjustment events

(a) *Early redemption of the Preference Shares*

If the Issuer receives a notice from the Company of early redemption of the Preference Shares for any reason other than a related financial product being subject to early redemption, the Issuer may, having given not less than 5 Business Days' notice to N&C Securityholders in accordance with N&C Security Condition 13 (Notices), redeem each N&C Security at its Early Redemption Amount on the Early Redemption Date, each as defined in N&C Security Condition 6.5 below.

(b) *Early redemption for illegality*

If Issuer Illegality Call is specified as being applicable in the applicable Issue Terms, in the event that the Calculation Agent determines in good faith and in a reasonable manner that the performance of the obligations of the Issuer under the N&C Securities or any arrangement made to hedge the Issuer's obligations under the N&C Securities, has or will in the immediate future become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (but, if not having the force of law, only if compliance with it is in accordance with the general practice of persons to whom it is intended to apply), or the interpretation thereof, the Issuer may, if and to the extent permitted by law, having given not less than 5 Business Days' notice to N&C Securityholders in accordance with N&C Security Condition 13 (Notices), redeem all, but not some only, of the N&C Securities, each N&C Security being redeemed at its Early Redemption Amount on the Early Redemption Date (each as defined in N&C Security Condition 6.5 below).

(c) *Early redemption following a securities hedging disruption*

If a Securities Hedging Disruption occurs, the Issuer acting in good faith and in a commercially reasonable manner may redeem all, but not some only, of the N&C Securities by giving not less than 5 Business Days' notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices). If the N&C Securities are so redeemed the Issuer may redeem each N&C Security at its Early Redemption Amount on the Early Redemption Date, each as defined in N&C Security Condition 6.5 below.

(d) *Regulatory Redemption Event*

If Issuer Regulatory Call is specified as applicable in the applicable Issue Terms, in the event that the Calculation Agent determines that a change in applicable law or regulation has occurred which results or will result, solely by reason of the N&C Securities being outstanding, if the Issuer being required to be regulated by any additional jurisdiction or regulatory authority, or being subject to any additional legal requirement or regulation considered by the Issuer to be materially onerous to it, the Issuer having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) (which notice shall be irrevocable) may, on the expiry of such notice redeem all, but not some only, of the N&C Securities, each N&C Security being redeemed at the Early Redemption Amount. Payment shall be made in such manner as shall be notified to N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

(e) *Redemption or adjustment for an Administrator/Benchmark Event*

In the event that an Administrator/Benchmark Event occurs, the Issuer may (at its option):

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- (i) instruct the Calculation Agent to make such adjustments to the Conditions of the N&C Securities as it may determine appropriate to account for the relevant event or circumstance and, without limitation, such adjustments may include selecting a successor benchmark(s) and making related adjustments to the Conditions including where applicable to reflect any increased costs of the Issuer providing such exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks; or
- (ii) having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) (which notice shall be irrevocable), on expiry of such notice redeem all, but not some only, of the N&C Securities, each N&C Security being redeemed at the Early Redemption Amount.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the N&C Securities. In the event that under any such terms any other consequences could apply in relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Issuer shall determine which terms shall apply in its sole and absolute discretion.

For these purposes,

"Administrator/Benchmark Event" means the Calculation Agent determines that (1) a Benchmark Modification or Cessation Event has occurred or will occur or (2) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer or the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the N&C Securities or (3) it is not commercially reasonable to continue the use of Benchmark in connection with the N&C Securities as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the N&C Securities and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence);

"Benchmark" means any figure which is a benchmark as defined in BMR and where any amount payable under the N&C Securities, or the value of the N&C Securities, is determined by reference in whole or in part to such figure, all as determined by the Calculation Agent;

"Benchmark Modification or Cessation Event" means, in respect of the Benchmark any of the following:

- (i) any material change in such Benchmark;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Benchmark; or
- (iii) a regulator or other official sector entity prohibits the use of such Benchmark;

"BMR" means the EU Benchmarks Regulation (Regulation (EU) 2016/1011);

"Securities Hedging Disruption" means that any Securities Hedging Party is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk, including but not limited to the currency risk, of the Issuer issuing and performing its obligations with respect to the N&C Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s), as determined by the Calculation Agent; and

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"**Securities Hedging Party**" means, at any relevant time, the Issuer or any of its Affiliates or any other entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the N&C Securities as the Issuer may select at such time.

6.5 Early redemption and Early Redemption Amounts

In the event of an early redemption of N&C Securities, each N&C Security shall be redeemed at its Early Redemption Amount on the applicable Early Redemption Date.

For these purposes:

"**Early Preference Share Redemption Valuation Date**" means:

- (i) if the N&C Securities become subject to early redemption (i) pursuant to N&C Security Condition 6.3 above, (ii) pursuant to the terms of any applicable Annex to these Conditions, (iii) on receipt by the Issuer of a notice of early redemption of the Preference Shares from the Company (as described in N&C Security Condition 6.4(a) above), (iv) following the occurrence of an illegality (pursuant to N&C Security Condition 6.4(b) above), (v) following the occurrence of a securities hedging disruption (pursuant to N&C Security Condition 6.4(c) above), (vi) following the occurrence of a relevant change in law or regulation (pursuant to N&C Security Condition 6.4(d) above or (vi) following the occurrence of a relevant Administrator/Benchmark Event (pursuant to N&C Security Condition 6.4(e) above, the Early Preference Share Redemption Valuation Date specified in the notice of early redemption given by the Issuer (or the Calculation Agent on its behalf) in accordance with N&C Security Condition 13 (Notices); or
- (ii) where the N&C Securities are subject to early redemption under N&C Security Condition 9 below, the 5th Business Day following the date on which the relevant N&C Securityholder's written notice referred to therein is given,

or, in each case, if any date(s) for valuation of or any determination of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the relevant Early Preference Share Redemption Valuation Date shall be such delayed valuation or determination date (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation date(s) or determination date(s), if there is more than one delayed valuation date or delayed determination date), all as determined by the Calculation Agent;

"**Early Redemption Amount**" shall be an amount rounded in accordance with N&C Security Condition 5.8 above in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as defined in N&C Security Condition 6.1 above) except that, for these purposes only, the definition of Preference Share Value_{final} shall be the Preference Share Value on the Early Redemption Valuation Date;

"**Early Redemption Date**" shall be the third Business Day following the Early Redemption Valuation Date; and

"**Early Redemption Valuation Date**" shall be the third Business Day following the Early Preference Share Redemption Valuation Date.

6.6 Purchases

The Issuer or any of its respective Affiliates (as defined below) may at any time purchase N&C Securities (provided that, in the case of Definitive Bearer N&C Securities, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise, in accordance with applicable laws and regulations. Such N&C Securities may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

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6.7 Cancellation

All N&C Securities which are redeemed will forthwith be cancelled (together, in the case of Definitive Bearer N&C Securities, with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All N&C Securities so cancelled and any N&C Securities purchased and cancelled pursuant to N&C Security Condition 6.6 (Purchases) above (together, in the case of Definitive Bearer N&C Securities, with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

6.8 Other Relevant Definitions

For the purposes of the Conditions:

"**Affiliate**" means, in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity or person or, if the Calculation Agent determines appropriate, the power to direct or cause the direction of the management and policies of the First Entity, whether by contract, or otherwise.

7. TAXATION

All payments of principal and interest, if any, in respect of the N&C Securities and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied unless such withholding or deduction is required by law. In such event, the Issuer (or as the case may be, the relevant Paying Agent) will make such payment after the withholding or deduction of such taxes, duties, assessments or governmental charges has been made, shall account (if required) to the relevant authorities for the amount required to be withheld or deducted and shall not pay any additional amounts to the holders of the N&C Securities or Coupons.

8. PRESCRIPTION

The N&C Securities (whether in bearer or registered form) and Coupons will become void unless presented for payment within a period of ten (10) years (in the case of principal) and five (5) years (in the case of interest) after the Relevant Date therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this N&C Security Condition 8 or N&C Security Condition 5.1(D) (*Payments in respect of Definitive Bearer N&C Securities - Unmatured Coupons and Talons void*) or any Talon which would be void pursuant to N&C Security Condition 5.1(D) (*Payments in respect of Definitive Bearer N&C Securities - Unmatured Coupons and Talons void*).

For the purposes of these Conditions, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent or the Registrar, as the case may be on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

9. EVENTS OF DEFAULT

9.1 If Events of Default is specified as being applicable in the applicable Issue Terms, if (a) any one or more of the following events shall occur and be continuing and (b) the holders of at least twenty-five per cent. (25%) in nominal amount or, in the case of N&C Securities issued in units, of the number of the N&C Securities then outstanding so request, the Issuer by notice (with a copy to the Principal Paying Agent) in relation to the same event given in accordance with N&C Security Condition 13 (Notices), then, upon the date of such notice requirement in (b) above being satisfied or, in the case of an event as described in (ii) below, on expiry of the relevant time period specified therein, the relevant event shall be treated as an "**Event of Default**" and unless (in the case of (i) or (ii) below) the relevant default(s) or failure(s) shall have been

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cured by the Issuer prior to receipt of such written notice, all but not some only of the N&C Securities shall become due and repayable at the Early Redemption Amount on the Early Redemption Date, without presentment, demand, protest or other notice of any kind. For the purposes of (a) above the relevant events are:

- (i) default is made for a period of 14 days or more in the payment of any principal or interest due in respect of the N&C Securities or any of them. The Issuer shall not, however, be in default if such sums were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such 14 day period by an independent legal adviser; or
- (ii) the Issuer fails to perform or observe any of its other obligations under the N&C Securities or the Agency Agreement (as the case may be) and such failure continues for the period of 60 days next following the notice requirement as described in (b) above being satisfied; or
- (iii) an effective resolution is passed or an order is made for the winding-up or dissolution of the Issuer (except for the purposes of a reconstruction or amalgamation where the entity resulting from such reconstruction or amalgamation assumes all the rights and obligations of the Issuer (including its obligations under the N&C Securities)).

At any time after such a declaration of acceleration with respect to the N&C Securities has been made and before a judgement or decree for payment of the money due with respect to any N&C Security has been obtained by any N&C Securityholder, such declaration and its consequences may be rescinded and annulled upon the written consent of holders of a majority in aggregate nominal amount or, in the case of N&C Securities issued in units, of the number of the N&C Securities then outstanding, or by resolution adopted by a majority in aggregate nominal amount or, in the case of N&C Securities issued in units, of the number of the N&C Securities outstanding present or represented at a meeting of holders of the N&C Securities at which a quorum is present, as provided in the Agency Agreement, if:

- (1) the Issuer has paid or deposited with the Principal Paying Agent a sum sufficient to pay:
 - (A) all overdue amounts of interest on the N&C Securities;
 - (B) all other amounts which have become due in respect of the N&C Securities otherwise than by such declaration of acceleration; and
- (2) all Events of Default with respect to the N&C Securities, other than the non-payment of the Early Redemption Amounts which have become due solely by such declaration of acceleration, have been cured or waived by the relevant written resolution or resolution as provided above.

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

- 9.2 Any default by the Issuer, other than the events described in N&C Security Condition 9.1(i) above, may be waived by the written consent of holders of a majority in aggregate principal amount of the N&C Securities then outstanding affected thereby, or by resolution adopted by a majority in aggregate principal amount of such N&C Securities then outstanding present or represented at a meeting of holders of the N&C Securities affected thereby at which a quorum is present, as provided in the Agency Agreement.

10. REPLACEMENT OF N&C SECURITIES, COUPONS AND TALONS

Should any N&C Security or, if applicable, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed it may be replaced, in the case of Definitive Bearer N&C Securities or Coupons, at the specified office of the Principal Paying Agent or, in the case of Definitive Registered N&C Securities, at the specified office of the Registrar (or in any case such other place of which notice shall have been given to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices)) upon payment in any such case by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced N&C Securities or, if applicable, Coupons or Talons must be surrendered before replacements will be issued.

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11. AGENTS

The names of the initial Paying Agents and their initial specified offices are set out in the Agency Agreement. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Issue Terms.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or approve any change in the specified office through which any Agent acts and/or appoint additional or other Agents, provided that:

- (A) there will at all times be a Principal Paying Agent and a Registrar; and
- (B) so long as the N&C Securities are listed on any stock exchange or admitted to trading by any other relevant authority, there will at all times be a Paying Agent (in the case of Definitive Bearer N&C Securities) and a Transfer Agent (in the case of Definitive Registered N&C Securities) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in N&C Security Condition 5.5 (Place of Payment). Notice of any variation, termination, appointment or change in Paying Agents will be given to the N&C Securityholders of the relevant Series of N&C Securities promptly by the Issuer in accordance with N&C Security Condition 13 (Notices).

In acting under the Agency Agreement, the Agents act solely as agents or, as the case may be, a registrar of the Issuer, and do not assume any obligation to, or relationship of agency or trust with, any N&C Securityholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor Agent.

The Principal Paying Agent shall have no responsibility for errors or omissions in any calculations and determinations made hereunder, and all such calculations and determinations shall (save in the case of manifest error) be final and binding on the Issuer, the Paying Agents, the N&C Securityholders and the Couponholders.

12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the N&C Security to which it appertains) a further Talon, subject to the provisions of N&C Security Condition 8 (Prescription).

13. NOTICES

All notices regarding the N&C Securities will be deemed to be validly given if published in one leading English language daily newspaper of general circulation in London. It is expected that, such publication will be made in the Financial Times in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the N&C Securities are for the time being listed or by which they have been admitted to listing. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner as the Issuer deems appropriate. Any such notice will be deemed to have been given on the date of such notice.

Until such time as any definitive N&C Securities are issued, notice may be given (so long as any Global N&C Securities representing the N&C Securities are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg (and so long as the rules of any stock exchange on which the N&C Securities are listed, or the rules of any other relevant authority by which the N&C Securities have been admitted to listing, permit)) by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (instead of by way of publication or mailing) for communication by them to the holders of the N&C Securities provided that, in addition, for so long as any N&C Securities are listed on a stock exchange or admitted to

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listing by any other relevant authority and the rules of that stock exchange or other relevant authority so require, such notice will be published in a daily newspaper of general circulation in a place or places required by the rules of that stock exchange or other relevant authority. Any such notice shall be deemed to have been given to the holders of the N&C Securities on the day falling such number of days specified in the Issue Terms after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg, as the case may be.

All notices regarding the Definitive Registered N&C Securities will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Definitive Registered N&C Securities are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

In the case of Definitive N&C Securities, notices to be given by any N&C Securityholder shall be in writing and given by lodging the same, together with the relative N&C Security or N&C Securities, with the Principal Paying Agent (in the case of Definitive Bearer N&C Securities) or the Registrar (in the case of Definitive Registered N&C Securities). Whilst any of the N&C Securities are represented by a Global N&C Security, such notice may be given by any holder of a N&C Security to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in writing or by facsimile or electronically or in such other manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. SUBSTITUTION

(a) Substitution of Issuer

The Issuer (or any previously substituted company from time to time) shall, without the consent of the N&C Securityholders, be entitled at any time to substitute for the Issuer any Affiliate of the Issuer (the "**Substitute Issuer**") as principal debtor in respect of all obligations arising from or in connection with the N&C Securities provided that (i) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the N&C Securities represent valid, legally binding and enforceable obligations of the Substitute Issuer have been taken, fulfilled and done and are in full force and effect; (ii) the Substitute Issuer shall have assumed all obligations arising from or in connection with the N&C Securities and shall have become a party to the Agency Agreement, with any consequential amendments; (iii) each stock exchange or listing authority on which the N&C Securities are listed shall have confirmed that following the proposed substitution of the Substitute Issuer the N&C Securities would continue to be listed on such stock exchange; (iv) the Issuer shall have given at least 14 calendar days' prior notice of the date of such substitution to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices); and (v) the creditworthiness of the Substitute Issuer at such time is at least equal to the creditworthiness of the Issuer (or of any previous substitute under this Condition), as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to, inter alia, the long term senior debt ratings (if any) assigned by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and/or Moody's Investor Service Ltd. and/or Fitch Ratings Limited, or any successor rating agency or agencies thereto, or such other rating agency as the Calculation Agent determines to the Substitute Issuer or, as the case may be, to the Issuer (or any previous substitute under this Condition).

(b) Substitution of Branch

The Issuer shall have the right upon 30 calendar days' prior notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) to change the branch or office through which it is acting for the purpose of the N&C Securities, the date of such change to be specified in such notice provided that no change can take place prior to the giving of such notice.

15. MEETINGS OF N&C SECURITYHOLDERS AND MODIFICATIONS

The Agency Agreement contains provisions for convening meetings of the N&C Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in Schedule 3 of the Agency

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Agreement) of a modification of the N&C Securities, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer at any time and shall be convened by the Issuer at the request of N&C Securityholders holding not less than five per cent. (5%) in nominal amount or number of units of the N&C Securities for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than fifty per cent. (50%) in nominal amount or number of units of the N&C Securities for the time being outstanding, or at any adjourned such meeting one or more persons being or representing N&C Securityholders whatever the nominal amount or number of units of the N&C Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the N&C Securities or the Coupons (including modifying the date of maturity of the N&C Securities or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the N&C Securities or altering the currency in which payments under the N&C Securities and Coupons are to be made), the quorum shall be one or more persons holding or representing in the aggregate not less than two-thirds, or, at any adjourned such meeting, one or more persons holding or representing in the aggregate not less than one-third, in nominal amount or number of units of the N&C Securities for the time being outstanding. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than seventy-five per cent. of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than seventy-five per cent. in nominal amount of the N&C Securities for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Principal Paying Agent) by or on behalf of the holders of not less than seventy-five per cent. in nominal amount of the N&C Securities for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the N&C Securityholders. An Extraordinary Resolution passed by the N&C Securityholders will be binding on all the N&C Securityholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

The Principal Paying Agent and the Issuer may agree, without the consent or sanction of the N&C Securityholders or Couponholders to:

- (A) any modification of (except as mentioned above) the provisions of the N&C Securities, the Coupons or the Agency Agreement which is not prejudicial to the interests of the N&C Securityholders; or
- (B) any modification of any of the provisions of these Conditions, the N&C Securities, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or is to comply with mandatory provisions of applicable law.

Any such modification shall be binding on the N&C Securityholders and the Couponholders and any such modification shall be notified to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) as soon as practicable thereafter.

16. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the N&C Securityholders, the Receiptholders or the Couponholders to create and issue further N&C Securities having terms and conditions the same as the N&C Securities or the same in all respects save for the issue price and date of issue thereof, the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding N&C Securities.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of the N&C Securities by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available apart from that Act.

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18. SEVERABILITY

Should any of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not be affected in any way.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing law

The Agency Agreement, the N&C Securities Depositary Agreement, the Deed of Covenant, the N&C Securities and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Deed of Covenant, the N&C Securities and the Coupons are governed by, and construed in accordance with, English law.

19.2 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Deed of Covenant, the N&C Securities and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Deed of Covenant, the N&C Securities and/or the Coupons (a "**Dispute**") and the Issuer submits and (by their acquisition of N&C Securities) each N&C Securityholder and Couponholder is deemed to submit to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this N&C Security Condition 19.2, the Issuer waives and (by their acquisition of N&C Securities) each N&C Securityholder and Couponholder is deemed to waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

Payout Annex

PAYOUT ANNEX

ADDITIONAL TERMS AND CONDITIONS FOR INTEREST PAYOUTS

The terms and conditions applicable to payouts shall comprise the General Terms and Conditions of the N&C Securities (the "N&C Security Conditions") and the additional Terms and Conditions for interest payouts set out below (the "Payout Conditions"), together with any Terms and Conditions as set out in each other Annex which is specified as applicable in the applicable Issue Terms (together with the N&C Security Conditions and the Payout Conditions, the "Conditions") and, in each case subject to completion in the applicable Issue Terms. In particular, certain sections of the Payout Conditions will be set out and completed in the applicable Issue Terms. In the event of any inconsistency between the N&C Security Conditions and the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the N&C Security Conditions and/or the Payout Conditions and (ii) the Issue Terms, the Issue Terms shall prevail.

References below to a numbered N&C Security Condition are to such numbered section of the N&C Security Conditions and references to a numbered section of the Payout Conditions are to such numbered section as set out in this Payout Annex. Defined terms used in this Payout Annex where the same term may be used in another Annex shall have the meanings given in this Payout Annex notwithstanding the same terms being used in another Annex.

1. VARIABLE INTEREST RATE N&C SECURITIES

1.1 Use of Payout Conditions

These Payout Conditions set out the methodology for determining various interest payouts in respect of N&C Securities. The applicable text (including, where appropriate, section headings and on the basis that inapplicable text need not be included) from Payout Condition 2, (derived from the relevant N&C Coupon Payout) and the Product Definitions, as shown below, will be extracted, included and completed in the applicable Issue Terms for each relevant Series of N&C Securities will be set out as indicated in the applicable Issue Terms.

1.2 N&C Security Conditions

N&C Securities using an N&C Coupon Payout will be "**Variable Interest Rate N&C Securities**".

1.3 N&C Security types

The applicable Issue Terms will specify whether a N&C Security is an Equity Index Linked Interest N&C Security, an Inflation Index Linked Interest N&C Security or a Cross-Asset Linked Interest N&C Security.

1.4 Use of n , t and i

Terms used in these Payout Conditions may be attributed a numerical suffix value when included in the applicable Issue Terms. The suffix can be denoted as " n ", " t " or " i " and the term will be completed on the basis of the number or numbers represented by n , t or i , as chosen at the time of an issue of N&C Securities. For example, if n is 1, $\text{Barrier}_{n=1}$ will appear as "Barrier 1" when set out in the applicable Issue Terms. A term from the Product Definitions may be included in the applicable Issue Terms section more than once if there is more than one number represented by the term n , t or i .

1.5 Definitions and Interpretation

"**N&C Coupon Payout**" means any payout specified in Payout Condition 2, in each case as extracted, included and completed in the applicable Issue Terms.

"**Product Definitions**" means each of the defined terms in Payout Condition 3 below.

References in the Payout Conditions to an N&C Security will be deemed to refer to each unit of N&C Securities or nominal amount of N&C Securities equal to the Calculation Amount unless otherwise stated.

Payout Annex

2. INTEREST BEARING N&C SECURITIES

2.1 Operative paragraph of the Issue Terms

(a) **Paragraph 15.1** (Fixed Rate N&C Security Provisions)

Subject to any prior purchase and cancellation or early redemption, the [Rate of Interest applicable to] [amount of interest payable on] each Fixed Rate N&C Security on an Interest Payment Date shall be as set out below:

(b) **Paragraph 16.4** (Floating Rate N&C Security Provisions)

Subject to any prior purchase and cancellation or early redemption, the Interest Amount payable in respect of each N&C Security on the relevant Specified Interest Payment Date shall be determined by the Calculation Agent in accordance with the methodology set out below:

(c) **Paragraph 17.1** (Other Variable Interest Rate N&C Security Provisions)

Subject to any prior purchase and cancellation or early redemption, the Interest Amount payable in respect of each N&C Security on the relevant Specified Interest Payment Date shall be determined by the Calculation Agent in accordance with the methodology set out below:

2.2 Interest Payment Options

2.2.1 Interest Payment Option 1

Calculation Amount * Rate of Interest

2.2.2 Interest Payment Option 2

(1) If the Barrier Condition is satisfied:

Calculation Amount * Rate of Interest_{n=1}; or

(2) If the Barrier Condition is not satisfied:

Calculation Amount * Rate of Interest_{n=2}

2.2.3 Interest Payment Option 3

(1) If the Barrier Condition is satisfied:

Calculation Amount * Rate of Interest; or

(2) If the Barrier Condition is not satisfied:

zero

3. PRODUCT DEFINITIONS

The Product Definitions below, where incomplete, will be set out and completed in the applicable Issue Terms as described in Payout Condition 1 above. Where a table is referred to, the relevant table will be set out in the section of the applicable Issue Terms referred to in the relevant Product Definition as completed in the applicable Issue Terms. Complete Product Definitions may also be set out in the applicable Issue Terms.

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For these purposes:

"**Asset**" means in relation to the relevant Asset Class, a Single Asset or a constituent of a Basket Asset, in each case as specified or determined as provided in the applicable Issue Terms.

"**Asset Class**" means one or more of Equity Index(ices), Inflation Index(ices), or Fixed Income Benchmark(s), as specified in the applicable Issue Terms.

"**Asset Early**" [means the] [Max] [Min] [Asset Level] [on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [Observation Level] [is as specified in the table in [this] paragraph [●] of these Issue Terms] [,] [Barrier].

"**Asset Early Performance**" means the [Early Performance] [Early Performance (Call Spread)] [Early Performance (Rolling Lookback)] [Early Weighted Performance] of [the] [each] [Asset] [Early Laggard] [Early Outperformer].

"**Asset Final**" means [the] [Max] [Min] [Asset Level on the Final Valuation Date] [Average Level] [,] [Observation Level].

"**Asset Final Performance**" means the [Final Performance] [Final Performance (Call Spread)] [Final Performance (Lookback)] [Final Performance (Temporis)] [Final Weighted Performance] [Enhanced Weighted Performance] [Upside Performance] [Downside Performance] [Weighted Performance] of [all] the [Asset[s]] [Final Laggard] [Final Outperformer].

"**Asset Initial**" means [the] [Max] [Min] [Asset Level on the Initial Valuation Date] [Average Level] [Observation Level] [,] [Barrier].

"**Asset Level**" means the [Opening Level] [Closing Level] [Intraday Level] [Observation Level] of the relevant Asset.

"**Asset Lookback**" [means the] [Asset Level on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [is as specified in the table in [this] paragraph [●] of these Issue Terms].

"**Average Level**" means the arithmetic average of each [Opening Level] [Closing Level] [Intraday Level] [Observation Level] observed by the Calculation Agent on each Averaging Date.

"**Averaging Date**" means each date specified as such in the applicable Issue Terms.

"**Barrier**" means [[●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * n * [●] per cent.] [Asset Early * [●] per cent.] [Asset Early * n * [●] per cent.] [Asset Lookback * [●] per cent.] [Asset Lookback * n * [●] per cent.].

"**Barrier (Early)**" means:

(a) where Barrier Condition Early (European) is applicable:

[[●] per cent.] [n * [●] per cent.] [means the percentage ascribed to the relevant [Scheduled Observation Date][Valuation Date][Calculation Date], as specified in the table in [this] paragraph [●] of these Issue Terms]; or

(b) where Barrier Condition Early (Bermudan) is applicable:

[[●] per cent.] [n * [●] per cent.]; or

(c) where Barrier Condition Early (American) is applicable:

[Asset Initial * [●] per cent.] / [Asset Initial * [●] per cent. * n].

"**Barrier (Final)**" means:

(a) where Barrier Condition Final (European) is applicable, [●] per cent.; or

(b) where Barrier Condition Final (American) is applicable, Asset Initial * [●] per cent.

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"**Barrier Condition**" shall mean [Barrier Condition Early] [Barrier Condition Final].

"**Barrier Condition Early**" shall mean [Barrier Condition Early (European)] [Barrier Condition Early (Bermudan)] [Barrier Condition Early (American)].

"**Barrier Condition Early (American)**" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] [related to the relevant Barrier Early Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is at [all] [the] [any] time[s] greater than [or equal to] Barrier (Early).

"**Barrier Condition Early (Bermudan)**" shall be deemed satisfied if the Calculation Agent determines that on any [Scheduled Observation Date] [Valuation Date] [Calculation Date] [during the Observation Period], Asset Early Performance is greater than [or equal to] Barrier (Early).

"**Barrier Condition Early (European)**" shall be deemed satisfied if the Calculation Agent determines that on [the relevant] [each] [Scheduled Observation Date] [Valuation Date] [Calculation Date], Asset Early Performance is greater than [or equal to] Barrier (Early).

"**Barrier Condition Final**" shall mean [Barrier Condition Final (European)] [Barrier Condition Final (American)].

"**Barrier Condition Final (American)**" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] Barrier (Final).

"**Barrier Condition Final (European)**" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] Barrier (Final).

"**Barrier Early Calculation Date**" means [date to be specified] [each Scheduled Observation Date] [Valuation Date] [Calculation Date].

"**Barrier Return**" shall mean an amount determined by the Calculation Agent in accordance with the following methodology:-

(a) if Asset Final Performance is greater than [or equal to] the Barrier,

[●] per cent.

(b) if Asset Final Performance is less than [or equal to] the Barrier:

Max [(Cap [+/-] (Participation * Asset Final Performance)), Floor]

"**Basket Asset**" means an Asset that is a constituent of a basket of Assets, as specified or determined as provided in the applicable Issue Terms.

"**Bonus**" means an amount calculated and determined by the Calculation Agent in accordance with the following:

(a) If the Asset Final Performance is greater than [or equal to] Barrier,

[[●] per cent.] [Min[Max(Floor, (Participation * Asset Final Performance)), Cap]]

(b) If the Asset Final Performance is less than [or equal to] Barrier,

[●] per cent.

"**Bonus Amount**" shall be determined by the Calculation Agent in respect of each [Scheduled Observation Date] [Valuation Date] [Calculation Date] in accordance with the following formula:

Bonus Number * [●] per cent.

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"**Bonus Condition**" shall be deemed satisfied if the Calculation Agent determines that on each [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Early Performance is greater than [or equal to] the Barrier.

"**Bonus Number**" shall be [the number of times that the Bonus Condition is satisfied during the Observation Period] [the number corresponding to the last [Scheduled Observation Date] [Valuation Date] [Calculation Date] during the Observation Period upon which the Barrier Condition is satisfied] [or, if the Barrier Condition is not satisfied, zero] [number to be specified].

"**Calculation Date**" means [the date(s) specified as such in these Issue Terms] [each Scheduled Trading Day in the Observation Period] [and as further described in the applicable Annex for the relevant Asset].

"**Cap**" means [●] per cent.

"**Closing Level**" means the Closing Level (as defined in the Equity Index Linked Conditions) of the relevant Asset where the relevant Asset Class is an Equity Index.

"**Downside Performance**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Initial} - \text{Asset Final}}{\text{Asset Initial}}$$

"**Early Laggard**" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the lowest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Laggard acting in good faith and in a commercially reasonable manner.

"**Early Outperformer**" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the highest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Outperformer acting in good faith and in a commercially reasonable manner.

"**Early Performance**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}}$$

"**Early Performance (Call Spread)**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}} - 1$$

"**Early Performance (Rolling Lookback)**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Lookback}} - 1$$

"**Early Weighted Performance**" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Early} - \text{Asset Initial}}{\text{Asset Initial}}$$

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"**Enhanced Weighted Performance**" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W * \text{Upside Performance}$$

"**Final Laggard**" shall mean the Asset with the lowest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level] as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Laggard acting in good faith and in a commercially reasonable manner.

"**Final Outperformer**" shall mean the Asset with the highest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level], as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Outperformer acting in good faith and in a commercially reasonable manner.

"**Final Performance**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Asset Initial}}$$

"**Final Performance (Call Spread)**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Asset Initial}} - 1$$

"**Final Performance (Lookback)**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Max}[(\text{Participation} \times \text{Asset Initial}), \text{Observation Level}]}$$

"**Final Performance (Temporis)**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final} - \text{Asset Lookback}}{\text{Asset Initial}}$$

"**Final Weighted Performance**" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Final} - \text{Asset Initial}}{\text{Asset Initial}}$$

"**Fixed Income Benchmark**" shall mean the relevant Rate of Interest specified as such in the applicable Issue Terms.

"**Floor**" means [●] per cent.

"**i**" shall mean the corresponding number related to a defined term within the Conditions as specified in the applicable Issue Terms.

"**Intraday Level**" means the Intraday Level (as defined in the Equity Index Linked Interest Conditions) of the relevant Asset where the relevant Asset Class is an Equity Index.

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"**Knock-out Level**" [means [●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * [●] per cent. * n] [shall mean the level ascribed to the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date], as specified in the table in [this] paragraph [●] of these Issue Terms].

"**Max**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**Min**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**n**" shall mean the corresponding number related to a defined term within the Conditions as specified in the applicable Issue Terms.

"**Observation Days**" means the total number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period].

"**Observation Level**" [shall have the meaning expressed in the applicable Annex for the relevant Asset][means the Rate of Interest determined as provided in N&C Security Condition 4.8 (as defined in the Base Prospectus)].

"**Opening Level**" means the Opening Level (as defined in the Equity Index Linked Interest Conditions) of the relevant Asset where the relevant Asset Class is an Equity Index.

"**Paid Interest**" means, in respect of a N&C Security, the sum of all interest paid in respect of that N&C Security from (and including) the Issue Date to (and including) the immediately preceding Specified Interest Payment Date, if any.

"**Participation**" means [●] per cent.

"**Range Condition**" shall be deemed satisfied in respect of any day if the Asset Level for such day observed by the Calculation Agent is greater than [or equal to] [●] [per cent.] per annum and less than [or equal to] [●] [per cent.] [per annum].

"**Range Days**" means the actual number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period] on which the Range Condition is satisfied.

"**Rate of Interest**" shall mean in connection with the relevant N&C Coupon Payout specified in these Issue Terms: *[Insert one of:]*

[[●] per cent.] [per annum];

Screen Rate Determination;

ISDA Determination;

Bank of England Base Rate Determination;

(n * [●] per cent.);

[(n * [●] per cent.)] – Paid Interest;

Max(Floor, Min(Cap, Participation * Asset Early [Performance] + [●] per cent.)) [+/- Barrier Return];

$\left([●] \text{ per cent.} \times \frac{\text{Range Days}}{\text{Observation Days}} \right)$; or

[the applicable percentage rate specified in the table in [this] paragraph [●] of these Issue Terms].

"**Scheduled Observation Date**" means [the date(s) specified as such in these Issue Terms] [each Scheduled Trading Day in the Observation Period].

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"**Single Asset**" means a single Asset, as specified or determined as provided in the applicable Issue Terms.

"**Trigger Condition**" shall mean [Trigger Condition (European)] [Trigger Condition (American)].

"**Trigger Condition (American)**" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] the Trigger.

"**Trigger Condition (European)**" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] the Trigger.

"**Trigger**" means:

(a) where Trigger Condition (European) is applicable:

[●] per cent.; or

(b) where Trigger Condition (American) is applicable:

Asset Initial * [●] per cent.

"**Upside Performance**" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final} - (\text{Barrier} * \text{Asset Initial})}{\text{Asset Initial}}$$

"**Valuation Date**" means [the date(s) specified as such in these Issue Terms] [each Scheduled Trading Day in the Observation Period] [and as further described in the applicable Annex for the relevant Asset].

"**W**" means the weighting in respect of the relevant Basket Asset, as specified in the table in [this] paragraph [●] of these Issue Terms:

"**Weighted Performance**" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W * \text{Final Performance}$$

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EQUITY INDEX ANNEX

ADDITIONAL TERMS AND CONDITIONS FOR EQUITY INDEX LINKED INTEREST N&C SECURITIES

The terms and conditions applicable to Equity Index Linked Interest N&C Securities shall comprise the General Terms and Conditions of the N&C Securities (the "N&C Security Conditions") and the additional Terms and Conditions set out below (the "Equity Index Linked Conditions"), together with the Terms and Conditions as set out in each other Annex which is specified as applicable in the applicable Issue Terms (together with the N&C Security Conditions and the Equity Index Linked Conditions, the "Conditions") and, subject to completion in the applicable Issue Terms. In the event of any inconsistency between the N&C Security Conditions and the Equity Index Linked Conditions, the Equity Index Linked Conditions shall prevail. In the event of any inconsistency between (i) the N&C Security Conditions and/or the Equity Index Linked Conditions and (ii) the Issue Terms, the Issue Terms shall prevail.

References below to a numbered N&C Security Condition are to such numbered section of the N&C Security Conditions and references to a numbered Equity Index Linked Condition are to such numbered section as set out in this Equity Index Annex. Defined terms used in this Equity Index Annex or the related section of the Issue Terms where the same term may be used in another Annex (e.g. Valuation Date) shall have the meanings given in this Equity Index Annex or in the section of the Issue Terms relating to Equity Index Linked Interest N&C Securities notwithstanding the same terms being used in another Annex or section of the Issue Terms.

1. EQUITY INDEX LINKED INTEREST N&C SECURITIES

Unless previously redeemed or purchased and cancelled in accordance with the N&C Security Conditions and subject to these Equity Index Linked Conditions, each Equity Index Linked Interest N&C Security will bear interest, if applicable, in the manner specified in the applicable Issue Terms and the Conditions.

2. MARKET DISRUPTION

"**Market Disruption Event**" means, in relation to N&C Securities relating to a single Index or basket containing any Index:

(a) in respect of a Composite Index:

(i) (x) the occurrence or existence, in respect of any Component Security, of:

(A) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that, for purposes of determining an Opening Level, begins at or, for purposes of determining a Closing Level, Intraday Level or Observation Level, ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(B) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that, for purposes of determining an Opening Level, begins at or, for purposes of determining a Closing Level, Intraday Level or Observation Level, ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or

(C) an Early Closure in respect of such Component Security; and

(y) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20.00 per cent. or more of the level of such Index; or

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- (ii) the occurrence or existence, in each case, in respect of futures or options contracts relating to such Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that, for purposes of determining an Opening Level, begins at or, for purposes of determining a Closing Level, Intraday Level or Observation Level, ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data"; and

- (b) in the case of Non-Composite Indices, the occurrence or existence of (1) at any time during the one hour period that, for purposes of determining an Opening Level, begins at or, for purposes of determining a Closing Level, Intraday Level or Observation Level ends at the relevant Valuation Time (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, or (2) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in such Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in such Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (i) the portion of the level of such Index attributable to that Component Security and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. The Calculation Agent shall give notice as soon as practicable to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been an Averaging Date or a Valuation Date.

3. ADJUSTMENTS TO AN INDEX

(a) Successor Index Sponsor Calculates and Reports an Index

If a relevant Index is:

- (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent acting in good faith and in a commercially reasonable manner; or
- (ii) replaced by a successor index using, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index,

then in each case that Index (the "**Successor Index**") will be deemed to be the Index.

(b) Modification and Cessation of Calculation of an Index

If, in the determination of the Calculation Agent,

- (i) on or prior to the last Valuation Date or the last Averaging Date or Scheduled Observation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other

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than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an "**Index Modification**"); or

- (ii) the relevant Index Sponsor permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"); or
- (iii) on any Valuation Date or any Averaging Date or Scheduled Observation Date, the Index Sponsor or (if applicable) the successor sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**");

then the Issuer shall:

- (A) require the Calculation Agent to determine, acting in good faith and in a commercially reasonable manner, if such Index Adjustment Event has a material effect on the N&C Securities and, if so, shall calculate the relevant Index Level using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date or Averaging Date or Scheduled Observation Date, as the case may be, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, which in the case of an Index will be determined in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those Component Securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (B) if the Calculation Agent determines that it cannot or can no longer calculate the relevant Index Level as described in paragraph (A), require the Calculation Agent to replace the affected Index by a new Index provided that such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of securities/components listed on one or more exchanges of one or more OECD countries and make relevant adjustments to the Conditions to account for such replacement; or
- (C) if this Equity Index Linked Condition 4(b)(C) is specified as applicable in the applicable Issue Terms and if the Calculation Agent determines that there is not such a new Index and/or that the application of paragraph (B) would not achieve a commercially reasonable result, on giving not less than 5 Business Days' notice to N&C Securityholders in accordance with N&C Security Condition 13 (Notices), redeem all but not some only of the N&C Securities, each N&C Security being redeemed by payment of the Early Redemption Amount.

(c) **Notice**

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph (b) above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by N&C Securityholders copies of any such determinations.

4. CORRECTION OF INDEX PRICE

With the exception of any corrections published after the day which is three (3) Exchange Business Days prior to the last occurring Interest Payment Date, if any, in respect of the N&C Securities if the level of an Index published on a given day and used or to be used by the Calculation Agent to make any determination under the N&C Securities, is subsequently corrected and the correction published by the relevant Index Sponsor, Exchange or Related Exchange within one Settlement Cycle after the original publication, the level to be used for calculation of any relevant value in relation to the N&C Securities shall be the level of the Index as so corrected and the Calculation Agent may make any relevant adjustment to the Conditions (only to the extent such terms are relevant to the determination of an interest amount (but not, for the avoidance of doubt, any terms relating to the redemption of the N&C Securities)) or any subsequent payments of interest (but not, for the avoidance of doubt, any amount payable upon redemption of the N&C Securities) under the N&C

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Securities to account therefor, as the Calculation Agent determines appropriate in good faith and in a commercially reasonable manner. The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any adjustment made by it pursuant to this Equity Index Linked Condition 5 and such Agent shall make available for inspection by Securityholders copies of any such adjustment.

5. ADDITIONAL DISRUPTION EVENTS

"Additional Disruption Event" means:

- (A) if "Elected Events Only" is specified in the applicable Issue Terms, any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow, but in each case, only to the extent that such events are specified as applying to Equity Index Linked Interest N&C Securities in the applicable Issue Terms; or
- (B) if "Elected Events Only" is specified not to apply in the applicable Issue Terms, any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow.

Consequences of an Additional Disruption Event

- (a) If an Additional Disruption Event occurs, the Issuer shall:
 - (i) require the Calculation Agent to replace the affected Index by a new Index provided that such new Index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of securities/components listed on one or more exchanges of one or more OECD countries and make relevant adjustments to the Conditions (only to the extent such terms are relevant to the determination of an interest amount (but not, for the avoidance of doubt, any terms relating to the redemption of the N&C Securities)) to account for such replacement; or
 - (ii) if the Calculation Agent determines that it cannot replace the affected Index as described in paragraph (i)
 - (A) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any of the terms of the N&C Securities (but only to the extent such terms are relevant to the determination of an interest amount (and not, for the avoidance of doubt, any terms relating to the redemption of the N&C Securities)) to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (B) provided that this Equity Index Linked Condition 7(a)(ii)(B) is specified as applicable in the applicable Issue Terms, redeem all, but not some only, of the N&C Securities by giving not less than 5 Business Days' notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices). If the N&C Securities are so redeemed, the Issuer will pay each N&C Securityholder an amount equal to the Early Redemption Amount in respect of each N&C Security held by such N&C Securityholder. Payments will be made in such manner as shall be notified to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices).
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices), stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

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6. INDEX DISCLAIMER

The N&C Securities are not sponsored, endorsed, sold or promoted by any Index or any Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the N&C Securities. The Issuer shall have no liability to the N&C Securityholders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. The Issuer does not have any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Indices from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

7. DEFINITIONS

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Issue Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) if "**Omission**" is specified as applying in the applicable Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Index Level provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Issue Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if "**Modified Postponement**" is specified as applying in the applicable Issue Terms then:
 - (i) where the N&C Securities relate to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
 - (ii) where the N&C Securities relate to a basket of assets, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether such Scheduled Trading Day is already an

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Averaging Date) in respect of such Index, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below; and

- (iii) for the purposes of these Terms and Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

"**Bloomberg Screen**" shall mean, when used in connection with any designated page, specified in the applicable Issue Terms, the display page so designated on the Bloomberg service (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, in all cases for the purpose of displaying comparable rates in succession thereto).

"**Calculation Date**" means each date specified as a Calculation Date in the applicable Issue Terms which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Equity Index Linked Conditions.

"**Change in Law**" means where:

- (a) "Change in Law 1" is specified to be applicable in the applicable Issue Terms, Change in Law 1; or
- (b) "Change in Law 2" is specified to be applicable in the applicable Issue Terms, Change in Law 2.

"**Change in Law 1**" means that, on or after the Trade Date (as specified in the applicable Issue Terms):

- (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines acting in good faith and in a commercially reasonable manner that (i) it has become illegal for any Hedging Party to hold, acquire or dispose of any relevant hedging arrangements relating to a Component Security or the relevant hedge positions relating to an Index and/or (ii) any Hedging Party will incur a materially increased cost in performing its obligations in relation to the N&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer, any of its Affiliates or any Hedging Party).

"**Change in Law 2**" means that, on or after the Trade Date (as specified in the applicable Issue Terms):

- (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines that it has become illegal for any Hedging Party to hold, acquire or dispose of any relevant hedging arrangements relating to a Component Security or the relevant hedge positions relating to an Index.

"**Clearance System**" means in respect of any security or asset comprised in an Index the principal domestic clearance system customarily used for setting trades in that security or asset.

"**Clearance System Business Day**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of a settlement disruption event, would have been) open for acceptance and execution of settlement instructions.

"**Closing Level**" means, in relation to:

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- (a) a Non-Composite Index, an amount equal to the official closing level of the Index as published by the relevant Index Sponsor; or
- (b) a Composite Index, the official closing level of such Index as published by the relevant Index Sponsor,

in each case as determined by the Calculation Agent.

"Component Security" means each and any component security or asset of any Index.

"Composite Index" means any Index in respect of which the securities comprising such Index are listed, traded or quoted on more than one exchange or quotation system as determined by the Calculation Agent and provided that, notwithstanding this definition, the Calculation Agent may elect to treat an Index as a Non-Composite Index if it determines this is appropriate acting in good faith and in a commercially reasonable manner.

"Disrupted Day" means any day which is:

- (a) (i) in the case of a Composite Index, any Scheduled Trading Day on which: (A) the Index Sponsor fails to publish the level of the Index; (B) the Related Exchange fails to open for trading during its regular trading session; or (C) a Market Disruption Event has occurred; or
- (ii) in the case of any Non-Composite Index, any Scheduled Trading Day on which: (A) the Exchange or the Related Exchange fails to open for trading during their regular trading session or (B) a Market Disruption Event has occurred.

"Early Closure" means:

- (a) in the case of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time that would apply to the determination of a Closing Level on such Exchange Business Day; and
- (b) in the case of any Non-Composite Index, the closure on any Exchange Business Day with respect to such Index of any relevant Exchange(s) relating to Component Securities that comprise 20.00 per cent. or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time that would apply to the determination of a Closing Level on such Exchange Business Day.

"Equity Index" means each index that is specified as such in the applicable Issue Terms.

"Exchange" means:

- (a) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent, any successor thereto or any substitute exchange or quotation system to which trading in the Component Securities underlying the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Component Securities on such temporary substitute exchange or quotation system as on the original Exchange); and

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- (b) in the case of any Non-Composite Index, the relevant exchange or quotation system specified for such Index in the applicable Issue Terms or if no such exchange or quotation system is specified for such Index in the Issue Terms, the exchange or quotation system on which all or substantially all relevant Component Securities are listed (being for the avoidance of doubt, where any Component Security has more than one listing, the exchange or quotation system used by the relevant Index Sponsor for the purposes of valuing the relevant price of such Component Security) or, in each case, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Component Securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity in relation to the Component Securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange).

"Exchange Business Day" means (a) in the case of a single Index, Exchange Business Day (Single Index Basis) or (b) in the case of a basket of Indices or assets, (i) Exchange Business Day (All Indices Basis) or (ii) Exchange Business Day (Per Index Basis) or (iii) Exchange Business Day (Cross Asset Basis), in each case as specified in the applicable Issue Terms, provided that, in the case of (b), if no such specification is made in the applicable Issue Terms, Exchange Business Day (All Indices Basis) shall apply.

"Exchange Business Day (All Indices Basis)" means, in respect of a basket of Indices or assets any Scheduled Trading Day on which (a) in respect of any Non-Composite Index, each relevant Exchange and each Related Exchange (if any) is open for trading for its regular trading session in respect of all Indices comprised in the basket, notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of any Composite Index, (i) the relevant Index Sponsor calculates and publishes the level of such Composite Index and (ii) each Related Exchange (if any) in respect of each Composite Index in the basket, is open for trading during its regular trading session notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Business Day (Per Index Basis)" means any Scheduled Trading Day on which: (a) in the case of any Composite Index (i) the Index Sponsor calculates and publishes the level of such Composite Index; and (ii) each Related Exchange (if any) in respect of such Composite Index is open for trading during its regular trading session, notwithstanding such Exchange or Related Exchange closing prior to its Scheduled Closing Time; and (b) for any other Index, the relevant Exchange and each Related Exchange (if any) in respect of such Index is open for trading during its regular trading session, notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Business Day (Single Index Basis)" means any Scheduled Trading Day on which (a) in respect of a Non-Composite Index, the relevant Exchange and each relevant Related Exchange (if any) in respect of such Index is open for trading during its regular trading session, notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index (i) the relevant Index Sponsor calculates and publishes the level of such Composite Index and (ii) each Related Exchange (if any) in respect of such Composite Index, is open for trading during its regular trading session notwithstanding such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Disruption" means, with respect to:

- (a) in the case of any Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (A) any Component Security on the Exchange in respect of such Component Security; or (B) in futures or options contracts relating to such Index on the Related Exchange; or
- (b) in the case of any Non-Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for an Index, on any relevant Exchange(s) relating to Component Securities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange.

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"Final Valuation Date" means the date specified as the Final Valuation Date in the applicable Issue Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Equity Index Linked Conditions.

"Hedging Disruption" means that any Hedging Party is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk, including but not limited to the currency risk, of the Issuer issuing and performing its obligations with respect to the N&C Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s), as determined by Calculation Agent acting in good faith and in a commercially reasonable manner.

"Hedging Party" means, at any relevant time, the Issuer or any Affiliate(s) or any entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the N&C Securities as the Issuer may select at such time.

"Hedging Shares" means the number of Component Securities comprised in an Index that the Issuer deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the N&C Securities.

"Increased Cost of Hedging" means that any Hedging Party would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the N&C Securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

"Increased Cost of Stock Borrow" means that the Hedging Party would incur a rate to borrow any Component N&C Security comprised in an Index that is greater than the Initial Stock Loan Rate.

"Index" and **"Indices"** mean, subject to adjustment in accordance with these Equity Index Linked Conditions, the equity index or equity indices specified in the applicable Issue Terms and related expressions shall be construed accordingly.

"Index Level" means, in respect of an Index, the Opening Level, Closing Level, Intraday Level or Observation Level of such Index, as set out in the applicable Issue Terms provided.

"Index Sponsor" means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis, which as of the Issue Date of the N&C Securities is the index sponsor specified for such Index in the applicable Issue Terms.

"Initial Stock Loan Rate" means, in respect of the relevant Component Security, the rate which the Hedging Party would have incurred to borrow such Component Security on any Relevant Market as of the Trade Date, as determined by the Calculation Agent.

"Initial Valuation Date" means the date specified as the Initial Valuation Date in the applicable Issue Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Equity Index Linked Conditions.

"Intraday Level" means the level of an Index observed by the Calculation Agent at any time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

"Loss of Stock Borrow" means that the Hedging Party is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Component Securities comprised in an Index in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

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"Maximum Stock Loan Rate" means, unless otherwise specified in the applicable Issue Terms, and in respect of the relevant Component Security, the lowest rate which the Hedging Party, after using commercially reasonable efforts, would have incurred to borrow such Component Security in the Relevant Market, in an amount equal to the Hedging Shares, as of the Trade Date, as determined by the Calculation Agent.

"Non-Composite Index" means an Index that is not a Composite Index (together "**Non-Composite Indices**").

"Observation Level" means any of the following levels, each as specified in the applicable Issue Terms: (a) the lowest Closing Level observed by the Calculation Agent on the Scheduled Observation Dates, (b) the highest Closing Level observed by the Calculation Agent on the Scheduled Observation Dates, or (c) the level of the Index observed by the Calculation Agent on the relevant Initial Valuation Date or Scheduled Observation Date at the time specified in the applicable Issue Terms.

"Observation Period" means the period specified as the Observation Period in the applicable Issue Terms.

"Opening Level" means, in relation to:

- (a) a Non-Composite Index, an amount equal to the official opening level of the Index as published by the relevant Index Sponsor; or
- (b) a Composite Index, the official opening level of such Index as published by the relevant Index Sponsor,

in each case as determined by the Calculation Agent.

"Related Exchange" means, in respect of Equity Index Linked Interest N&C Securities and in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, as determined by the Calculation Agent, or each exchange or quotation system specified as such for such Index in the applicable Issue Terms, any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "**All Exchanges**" is specified as the Related Exchange in the applicable Issue Terms, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index as determined by the Calculation Agent.

"Relevant Market" means, for the purpose of determining any value or other amount pursuant to these Equity Index Linked Conditions, any relevant quotation system, exchange, dealing system, screen page, over-the-counter derivatives or other market which the Calculation Agent determines appropriate for such purpose and which it may select taking into account hedging arrangements of the Issuer and/or its Affiliates for the N&C Securities.

"Relevant Time" shall have the meaning specified in the applicable Issue Terms.

"Reuters Screen" shall mean, when used in connection with any designated page, specified in the applicable Issue Terms, the display page so designated on the Reuters Money Market Rate Services or such other services or service as may be nominated as the information vendor for the purpose of displaying the specific page on that service or such other page as may be replace that page on that service or such other service, in all cases for the purpose of displaying comparable rates in succession thereto.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"Scheduled Observation Date" means each date specified as a Scheduled Observation Date in the applicable Issue Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being

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a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Equity Index Linked Conditions.

"Scheduled Opening Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday opening time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to any pre-opening or any other trading outside of the regular trading session hours.

"Scheduled Trading Day" means (a) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (b) in the case of a basket of Indices or assets, (i) Scheduled Trading Day (All Indices Basis) or (ii) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Issue Terms, provided that if, in the case of (b), no such specification is made in the applicable Issue Terms, Scheduled Trading Day (All Indices Basis) shall apply.

"Scheduled Trading Day (All Indices Basis)" means, in respect of a basket of Indices or assets any day on which (a) in respect of any Non-Composite Indices, each relevant Exchange and each Related Exchange (if any) in respect of each Index in the basket is scheduled to be open for trading for its regular trading session, and (b) in respect of any Composite Indices, (i) the relevant Index Sponsor is scheduled to calculate and publish the levels of each Composite Index in the basket and (ii) each Related Exchange (if any) in respect of such Composite Indices is scheduled to be open for trading during its regular trading session.

"Scheduled Trading Day (Per Index Basis)" means (a) in respect of a Non-Composite Index, any day on which the relevant Exchange and each Related Exchange (if any) in respect of such Index is scheduled to be open for trading for its regular trading session, and (b) in respect of any Composite Index, any day on which (i) the Index Sponsor is scheduled to calculate and publish the level of such Composite Index; and (ii) each Related Exchange (if any) in respect of such Composite Index is scheduled to be open for trading for its regular trading session.

"Scheduled Trading Day (Single Index Basis)" means any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and each Related Exchange (if any) is scheduled to be open for trading during its regular trading session, and (b) in respect of a Composite Index (i) the relevant Index Sponsor is scheduled to calculate and publish the level of such Composite Index and (ii) each Related Exchange (if any) in respect of such Composite Index is scheduled to be open for trading during its regular trading session.

"Scheduled Valuation Date" means any original date that, but for the occurrence of an event issuing a Disrupted Day would have been a Valuation Date.

"Screen Page" means the page specified in the applicable Issue Terms, or any successor page or service thereto.

"Settlement Cycle" means, in respect of any Index, the period of Clearance System Business Days following a trade in the securities underlying such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple Exchanges in respect of an Index, the longest such period).

"Specified Maximum Days of Disruption" means the lesser of (a) either (i) eight (8) Scheduled Trading Days or (ii) such other number of Scheduled Trading Days specified as such in the applicable Issue Terms and (b) such number of Scheduled Trading Days in the period from (but excluding) the Scheduled Valuation Date or Scheduled Averaging Date, as applicable to (but excluding) the third (3rd) Business Day prior to any due date or scheduled date for any payment under the N&C Securities for which valuation on the relevant Averaging Date or Valuation Date is relevant, all as determined by the Calculation Agent.

"Trade Date" means the date specified as such in relation to Equity Index Linked Interest N&C Securities in the applicable Issue Terms.

"Trading Disruption" means:

- (a) in the case of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in

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respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange; and

- (b) in the case of a Non-Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Component Securities that comprise 20.00 per cent. or more of the level of such Index on any relevant Exchange(s) or (b) in futures or options contracts relating to such Index on any relevant Related Exchange.

"Valuation Date" means the date specified as such in the applicable Issue Terms and otherwise in accordance with the above provisions or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of N&C Securities relating to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Index Level by determining the level or price of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security or asset comprised in the Index, as applicable (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security or asset, as applicable, on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security or asset, as applicable, as of the Valuation Time on that eighth Scheduled Trading Day); or
- (b) in the case of N&C Securities relating to a basket of assets, the Valuation Date for each Index, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, affected (each an **"Affected Item"**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Index Level using, in relation to the Affected Item, the level or price of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security or asset comprised in that Index, as applicable (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security or asset, as applicable, on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security or asset, as applicable, as of the Valuation Time on that eighth Scheduled Trading Day).

"Valuation Time" means the Relevant Time specified in the applicable Issue Terms or if not so specified:

- (a) in the case of a Composite Index, in respect of such Index: (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of any Component Security, for the purposes of determining an Opening Level, the Scheduled Opening Time or, for the purposes of determining a Closing Level, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (B) in respect of any options contracts or futures contracts on the Index, for purposes of determining an Opening Level, the open of trading or, for purposes of determining a Closing Level, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the relevant Index Level is calculated and published by the Index Sponsor or quoted on the relevant Exchange; and

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- (b) in the case of any Non-Composite Index, (i) for the purposes of determining an Opening Level, the Scheduled Opening Time or, for the purposes of determining a Closing Level, the Scheduled Closing Time on the Exchange on the relevant date. If the Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time and (ii) in all other circumstances, the time at which the relevant Index Level is calculated and published by the Index Sponsor or quoted on the relevant Exchange.

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INFLATION INDEX ANNEX

ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX LINKED INTEREST N&C SECURITIES

The terms and conditions applicable to Inflation Index Linked Interest N&C Securities shall comprise the General Terms and Conditions of the N&C Securities (the "N&C Security Conditions") and the additional Terms and Conditions set out below (the "Inflation Index Linked Conditions") and the Inflation Index Linked Conditions, together with the Terms and Conditions as set out in each other Annex which is specified as applicable in the applicable Issue Terms (together with the N&C Security Conditions and the Inflation Index Linked Conditions, the "Conditions") and, subject to completion in the applicable Issue Terms. In the event of any inconsistency between the N&C Security Conditions and the Inflation Index Linked Conditions, the Inflation Index Linked Conditions set out below shall prevail. In the event of any inconsistency between (i) the N&C Security Conditions and/or the Inflation Index Linked Conditions and (ii) the Issue Terms, the Issue Terms shall prevail.

References below to a numbered N&C Security Condition are to such numbered section of the N&C Security Conditions and references to a numbered Inflation Index Linked Condition are to such numbered section as set out in this Inflation Index Annex. Defined terms used in this Inflation Index Annex or the related section of the Issue Terms where the same term may be used in another Annex (e.g. Determination Date, Hedging Party, Final Valuation Date or Averaging Date) shall have the meanings given in this Inflation Index Annex or in the section of the Issue Terms relating to Inflation Index Linked Interest N&C Securities notwithstanding the same terms being used in another Annex or section of the Issue Terms.

1. INFLATION INDEX LINKED INTEREST N&C SECURITIES

Unless previously redeemed or purchased and cancelled in accordance with the N&C Security Conditions and subject to these Inflation Index Linked Conditions, each Inflation Index Linked Interest N&C Security will bear interest in the manner specified in the applicable Issue Terms and the Conditions.

2. KEY DATES AND BASKETS

(a) Key Dates

The applicable Issue Terms may specify a number of key dates (each a "**Key Date**") in respect of which an Inflation Index valuation is to be made. For each Key Date the relevant Reference Month, Determination Date(s), Inflation Cut-Off Date and, where applicable, End Date will be specified. The Calculation Agent will apply the provision of these Inflation Index Linked Conditions separately in each case to make the relevant Inflation Index valuation in relation to each Key Date accordingly. Each such Inflation Index level determined will be deemed to be an Observation Level, as specified in the applicable Issue Terms.

(b) Baskets

The applicable Issue Terms may specify that the N&C Securities relate to a single asset or a basket of assets. These Inflation Index Linked Conditions will apply to valuation and determinations in relation to each Inflation Index which forms the single asset or a constituent of the basket of assets referred to above.

3. INFLATION INDEX DELAY AND DISRUPTION PROVISIONS

(a) Delay in Publication

If the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Determination Date, then the Relevant Level for such Inflation Index with respect to the relevant Reference Month subject to such Delayed Index Level Event (the "**Substitute Index Level**") shall be determined by the Calculation Agent as follows:

Inflation Index Annex

- (i) if "Related Bond" is specified as applicable for such Inflation Index in the relevant Issue Terms, the Calculation Agent shall determine the Substitute Index Level by reference to the corresponding index level determined under the terms and conditions of the relevant Related Bond; or
- (ii) if (I) "Related Bond" is not specified as applicable for such Inflation Index in the relevant Issue Terms, or (II) the Calculation Agent is not able to determine a Substitute Index Level under (i) above, the Calculation Agent shall determine the Substitute Index Level by reference to the following formula:

$$\text{Substitute Index Level} = \text{Base Level} \times \left(\frac{\text{Latest Level}}{\text{Reference Level}} \right),$$

in each case as of such Determination Date,

where:

"Base Level" means, in respect of an Inflation Index, the level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined.

"Latest Level" means, in respect of an Inflation Index, the latest level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor prior to the month in respect of which the Substitute Index Level is being determined.

"Reference Level" means, in respect of an Inflation Index, the level of such Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Issuer shall give notice to N&C Securityholders, in accordance with N&C Security Condition 13 (Notices) of any Substitute Index Level calculated pursuant to this Inflation Index Linked Condition 3.

If the Relevant Level (as defined below) is published or announced at any time on or after the relevant Inflation Cut-off Date, such Relevant Level will not be used in any calculations. The Substitute Index Level so determined pursuant to this Inflation Index Linked Condition 3 will be the definitive level for that Reference Month.

(b) **Cessation of Publication**

If the Calculation Agent determines that the level for the Inflation Index has not been published or announced for two (2) consecutive months, the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index or the Inflation Index Sponsor otherwise cancels the Inflation Index, then the Calculation Agent shall determine a successor inflation index (the "**Successor Inflation Index**") (in lieu of any previously applicable Inflation Index) for the purposes of the Inflation Index Linked Interest N&C Securities by using the following methodology:

- (i) if at any time (other than after an early cancellation event has been designated by the Calculation Agent pursuant to Inflation Index Linked Condition 3(b)(v) below), a successor inflation index has been designated by the calculation agent (or equivalent) pursuant to the terms and conditions of the Related Bond, such successor inflation index shall be designated a "Successor Inflation Index" notwithstanding that any other Successor Inflation Index may previously have been determined under Inflation Index Linked Conditions 3(b)(ii), 3(b)(iii) or 3(b)(iv) below;
- (ii) if a Successor Inflation Index has not been determined pursuant to Inflation Index Linked Condition 3(b)(i) above, and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement Inflation Index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the

Inflation Index Annex

Inflation Index for purposes of the Inflation Index Linked Interest N&C Securities from the date that such replacement Inflation Index comes into effect;

- (iii) if a Successor Inflation Index has not been determined pursuant to Inflation Index Linked Conditions 3(b)(i) or 3(b)(ii) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If four or five responses are received and, of those four or five responses, three or more leading independent dealers state the same index, this index will be deemed the "Successor Inflation Index". If three responses are received and two or more leading independent dealers state the same index, this index will be deemed the "Successor Inflation Index". If fewer than three responses are received or no Successor Inflation Index is determined pursuant to this Inflation Index Linked Condition 3(b)(iii), the Calculation Agent will proceed to Inflation Index Linked Condition 3(b)(iv) below;
- (iv) if no replacement index or Successor Inflation Index has been determined under Inflation Index Linked Conditions 3(b)(i), 3(b)(ii) or 3(b)(iii) above by the next occurring Inflation Cut-Off Date, the Calculation Agent, subject as provided below, will determine an appropriate alternative index from such Inflation Cut-Off Date, and such index will be deemed a "Successor Inflation Index"; or
- (v) if the Calculation Agent determines that there is no appropriate alternative index in relation to Inflation Index Linked Interest N&C Securities, the Issuer acting in good faith and in a commercially reasonable manner discretion may either (1) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to the terms of the N&C Securities (only to the extent such terms are relevant to the determination of an interest amount (but not, for the avoidance of doubt, any terms relating to the redemption of the N&C Securities)) to account for this event or (2) on giving not less than 5 Business Days' notice to N&C Securityholders in accordance with N&C Security Condition 13 (Notices) the Issuer shall redeem all, but not some only, of the Inflation Index Linked Interest N&C Securities, each Inflation Index Linked Interest N&C Security being redeemed by payment of the Early Redemption Amount. Payments will be made in such manner as shall be notified to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

(c) **Rebasing of the Inflation Index**

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the level of the Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make adjustments as are made by the calculation agent (or equivalent) pursuant to the terms and conditions of the Related Bond, if "Related Bond" is specified as applicable in the applicable Issue Terms, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased, or, if "Related Bond" is not specified as applicable in the applicable Issue Terms, the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased provided that adjustment will only be made to the interest provisions and the Calculation Agent may not adjust the provisions relating to the redemption of the N&C Security.

(d) **Material Modification Prior to Last Occurring Inflation Cut-Off**

If, on or prior to the last occurring Inflation Cut-Off Date, the Inflation Index Sponsor announces that it will make a material change to the Inflation Index then the Calculation Agent shall make any such adjustments, if "Related Bond" is specified as applicable in the applicable Issue Terms, consistent with adjustments made to the Related Bond, or, if "Related Bond" is not specified as applicable in the applicable Issue Terms, only those adjustments to the Inflation Index necessary for the modified Inflation Index to continue as the Inflation Index.

(e) **Manifest Error in Publication**

Inflation Index Annex

To the extent that it has sufficient time and it is reasonable to do so prior to the relevant Interest Payment Date if, within thirty (30) calendar days of publication, the Calculation Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent may, in its discretion, make such adjustments to the terms of the Inflation Index Linked Interest N&C Securities as it determines appropriate to account for the correction and will notify the N&C Securityholders of any such adjustments in accordance with N&C Security Condition 13 (Notices) provided that adjustment will only be made to the interest provisions and the Calculation Agent may not adjust the provisions relating to the redemption of the N&C Security.

4. ADDITIONAL DISRUPTION EVENTS

"Additional Disruption Event" means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging in each case if specified as applying to Inflation Index Linked Interest N&C Securities in the applicable Issue Terms.

- (a) If an Additional Disruption Event occurs, the Issuer acting in good faith and in a commercially reasonable manner may either:
 - (i) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any of the terms of the N&C Securities (only to the extent such terms are relevant to the determination of an interest amount (but not, for the avoidance of doubt, any terms relating to the redemption of the N&C Securities)) to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) redeem all, but not some only, of the N&C Securities by giving not less than 5 Business Days' notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices). If the N&C Securities are so redeemed the Issuer will pay each N&C Securityholder the Early Redemption Amount in respect of each N&C Security held by him. Payments will be made in such manner as will be notified to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices).
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer will give notice as soon as practicable to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) stating the occurrence of the Additional Disruption Event (including giving details thereof) and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

5. INFLATION INDEX DISCLAIMER

The N&C Securities are not sponsored, endorsed, sold or promoted by the Inflation Index or the Inflation Index Sponsor and the Inflation Index Sponsor does not make any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Inflation Index and/or the levels at which the Inflation Index stands at any particular time on any particular date or otherwise. Neither the Inflation Index nor the Inflation Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Inflation Index and the Inflation Index Sponsor is under no obligation to advise any person of any error therein. The Inflation Index Sponsor is not making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the N&C Securities. The Issuer shall not have any liability to the N&C Securityholders for any act or failure to act by the Inflation Index Sponsor in connection with the calculation, adjustment or maintenance of the Inflation Index. Neither the Issuer nor its Affiliates has any affiliation with or control over the Inflation Index or the Inflation Index Sponsor or any control over the computation, composition or dissemination of the Inflation Index. Although the Calculation Agent will obtain information concerning the Inflation Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Inflation Index.

Inflation Index Annex

6. DEFINITIONS

For the purpose of the Inflation Index Linked Interest N&C Securities:

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Issue Terms):

- (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines acting in good faith and in a commercially reasonable manner that (i) it has become illegal for any Hedging Party to hold, acquire or dispose of any relevant hedging arrangements in respect of the Inflation Index, and/or (ii) any Hedging Party will incur a materially increased cost in performing its obligations in relation to the N&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer, any of its Affiliates or any other Hedging Party).

"**Delayed Index Level Event**" means, in respect of any Determination Date and an Inflation Index, that the relevant Inflation Index Sponsor fails to publish or announce the level of such Inflation Index (the "**Relevant Level**") in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of such Determination Date, at any time on or prior to the Inflation Cut-Off Date.

"**Determination Date**" means each date specified as such in the applicable Issue Terms.

"**End Date**" means each date specified as such in the applicable Issue Terms.

"**Fallback Bond**" means, in respect of an Inflation Index, a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the relevant Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to such Inflation Index, with a maturity date which falls on (a) the End Date specified in the applicable Issue Terms, (b) the next longest maturity after the End Date if there is no such bond maturing on the End Date, or (c) the next shortest maturity before the End Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the relevant Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems, the Calculation Agent will select a new Fallback Bond on the same basis, but notwithstanding the immediately prior sentence, selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

"**Hedging Disruption**" means that any Hedging Party is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk, including but not limited to currency risk, of the Issuer issuing and performing its obligations with respect to the N&C Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s), as determined by the Calculation Agent.

"**Hedging Party**" means, at any relevant time, the Issuer, or any of its Affiliates or any entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the N&C Securities as the Issuer may select at such time.

"**Increased Cost of Hedging**" means that any Hedging Party would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems

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necessary to hedge the market risk (including, without limitation, inflation price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the N&C Securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

"Inflation Cut-Off Date" means, in respect of a Determination Date, five (5) Business Days prior to any due date or scheduled date for payment under the N&C Securities for which valuation on the relevant Determination Date is relevant, unless otherwise stated in the applicable Issue Terms.

"Inflation Index" means each inflation index specified in the applicable Issue Terms and related expressions shall be construed accordingly.

"Inflation Index Sponsor" means, in relation to an Inflation Index, the entity that publishes or announces (directly or through an agent) the level of such Inflation Index which, as of the Issue Date, is the Inflation Index Sponsor specified in the applicable Issue Terms.

"Observation Level" means any of the following levels, each as specified in the applicable Issue Terms: (a) the lowest level of the Inflation Index observed by the Calculation Agent on the Scheduled Observation Dates, (b) the highest level of the Inflation Index observed by the Calculation Agent on the Scheduled Observation Dates, or (c) the level of the Inflation Index observed by the Calculation Agent on the relevant Scheduled Observation Date as specified in the applicable Issue Terms.

"Reference Month" means the calendar month for which the level of the Inflation Index is reported as specified in the applicable Issue Terms, regardless of when this information is published or announced; except that if the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level is reported.

"Related Bond" means, in respect of an Inflation Index, the bond specified as such in the applicable Issue Terms. If the Related Bond specified in the applicable Issue Terms is "Fallback Bond", then, for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Issue Terms as the Related Bond and "Fallback Bond: Not Applicable" is specified in the applicable Issue Terms, there will be no Related Bond. If a bond is specified as the Related Bond in the applicable Issue Terms and that bond redeems or matures before the End Date (i) unless "Fallback Bond: Not Applicable" is specified in the applicable Issue Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination and (ii) if "Fallback Bond: Not Applicable" is specified in the applicable Issue Terms, there will be no Related Bond.

"Relevant Level" has the meaning set out in the definition of "Delayed Index Level Event" above.

Form of Final Terms for Non-exempt N&C Securities

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – [Other than with respect to offers of the N&C Securities in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] []-[] [repeat periods as necessary],] [T]/[the N&C Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**")]; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the N&C Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the N&C Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the N&C Securities has led to the conclusion that: (i) the target market for the N&C Securities is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the N&C Securities to eligible counterparties and professional clients are appropriate. [Consider any negative target market.] Any person subsequently offering, selling or recommending the N&C Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the N&C Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]/**[MiFID II product governance / Retail investors, professional investors and ECPs** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the N&C Securities has led to the conclusion that: (i) the target market for the N&C Securities is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the N&C Securities to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and] non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. [Consider any negative target market.] Any person subsequently offering, selling or recommending the N&C Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the N&C Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

APPLICABLE FINAL TERMS

FORM OF FINAL TERMS FOR NON EXEMPT N&C SECURITIES

Set out below is the form of Final Terms which will be completed for each Tranche of Non-Exempt N&C Securities issued under the Programme pursuant to this Base Prospectus.

PLEASE CAREFULLY READ THE RISK FACTORS IN THE BASE PROSPECTUS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN FINANCIAL AND LEGAL ADVISORS ABOUT THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE N&C SECURITIES AND THE SUITABILITY OF AN INVESTMENT IN THE N&C SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES

[Date]

Santander UK plc

Legal entity identifier (LEI): PTCQB104N23FMK2RZ28

Issue of [Aggregate Nominal Amount/Number of Units of Tranche] [Title of N&C Securities]
(the "**N&C Securities**")

Form of Final Terms for Non-exempt N&C Securities

under the
Structured Note and Certificate Programme
(the "**Programme**")

Any person making or intending to make an offer of the N&C Securities may only do so[:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 9.5 of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Base Prospectus) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or
- (ii) otherwise,¹ in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of N&C Securities in any other circumstances.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the N&C Securities (the "**N&C Security Conditions**" and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Prospectus dated 3 August 2018 [and the supplement[s] to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"). This document constitutes the Final Terms of the N&C Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the N&C Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on the websites of Euronext Dublin (www.ise.ie), the Central Bank of Ireland (<http://www.centralbank.ie>) and the Issuer's website (<http://www.santander.co.uk>). [The Base Prospectus is also available for viewing during normal business hours at the specified office of Citibank, N.A., London Branch acting as Principal Paying Agent and copies may be obtained from the registered office of the Issuer.] In the event of any inconsistency between the Conditions and the Final Terms, these Final Terms prevail. [A summary of the N&C Securities (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.]²

The N&C Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and the N&C Securities may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. Person (as defined below). Furthermore, the N&C Securities do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "**CEA**"), and trading in the N&C Securities has not been approved by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA, and no U.S. Person may at any time trade or maintain a position in the N&C Securities. For a description of the restrictions on offers and sales of N&C Securities, see "*Important Notice to Purchasers and Transferees of N&C Securities*" and "*Subscription and Sale*" in the Base Prospectus.

For the purposes of these Final Terms, "U.S. Person" means (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"), (ii) a person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") (including but not limited to a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA and a person other than a "Non-United States person" as defined in CFTC Rule 4.7(a)(1)(iv) excluding for the purposes of CFTC Rule 4.7(a)(1)(iv)(D) the exception for qualified eligible persons who are not "Non-United States persons"), or (iii) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury

¹ Delete where not applicable.

² Include this wording if the minimum denomination is less than €100,000 (or its equivalent in another currency).

Form of Final Terms for Non-exempt N&C Securities

regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "U.S. Person").

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

[By investing in the N&C Securities each investor is deemed to represent that:

- (a) ***Non-Reliance.*** *It is acting for its own account, and it has made its own independent decisions to invest in the N&C Securities and as to whether the investment in the N&C Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the N&C Securities, it being understood that information and explanations related to the terms and conditions of the N&C Securities shall not be considered to be investment advice or a recommendation to invest in the N&C Securities. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the N&C Securities.*
- (b) ***Assessment and Understanding.*** *It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the N&C Securities. It is also capable of assuming, and assumes, the risks of the investment in the N&C Securities.*
- (c) ***Status of Parties.*** *Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the N&C Securities.]*

- 1. Issuer: Santander UK plc
- 2. 2.1 Type of N&C Security: [Note] / [Certificate]
- 2.2 Series Number: []
- 2.3 Tranche Number: []
- 2.4 [Date on which the N&C Securities will be consolidated and form a single Series: The N&C Securities will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/exchange of the Temporary Bearer Global N&C Security for interests in the Permanent Bearer Global N&C Security, as referred to in paragraph 25 below, which is expected to occur on or about *[insert date]*][Not Applicable]]
- 2.5 Trading Method: [Nominal] / [Unit]
- 2.6 Applicable Annex(es): [Not Applicable] / [Payout] / [Equity Index] / [Inflation Index] /
(N.B. more than one Annex may apply)
- 3. Specified Currency: []

(NB: the Specified Currency must be the same as the currency of the Preference Shares)
- 4. [Aggregate Nominal Amount] / [Aggregate Issue Size]:

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4.1 Series: []³

4.2 Tranche: []⁴

[4.3 Nominal Amount per Unit: For calculation purposes only, each Unit shall be deemed to have a nominal amount of [].

*(Each N&C Security must have a minimum Nominal Amount per Unit of €1,000 (or, if the N&C Securities are denominated in a currency other than euro, the equivalent in such currency. If N&C Securities are not traded by unit, delete this item))*⁵

5. [5.1] [Issue Price] / [Unit Issue Price] for [100 per cent. of the Aggregate Nominal Amount] / [[] [Insert currency] per Unit (the "**Issue Price**") [plus accrued interest from and including [insert date] to but excluding the Issue Date (which is equal to [] days' accrued interest) (in the case of fungible issues, if applicable)]

[The aggregate Offer Prices (as specified in paragraph 10.1 of Part B to these Final Terms) received by the [Initial] Authorised Offeror in respect of the N&C Securities which shall be payable by the Dealer to the Issuer prior to the Issue Date]

The Issue Price specified [in/at [paragraph []]/above] may be more than the market value of the N&C Securities as at the Issue Date, and the price, if any, at which the Dealer or any other person is willing to purchase the N&C Securities in secondary market transactions is likely to be lower than the Issue Price. In particular, the Issue Price may describe the overall proceeds received by the Issuer in connection with the issue of the N&C Securities expressed as a percentage of the Aggregate Nominal Amount. In addition to the purchase price received from the Dealer, the Issuer may receive up front payment(s) under the hedging arrangements for the N&C Securities and secondary market prices may exclude such amounts. [See further Part B, item 10.10 below.]

To the extent permitted by applicable law, if any fees relating to the issue and sale of the N&C Securities have been paid or are payable by the Dealer to an intermediary (which may or may not have acted as an Authorised Offeror) (an "**Intermediary**"), then such Intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such Intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU), or as otherwise may apply in any non-EEA jurisdictions.

³ For N&C Securities issued by Unit, "Aggregate Issue Size" should be specified and expressed as a number of Units.

⁴ For N&C Securities issued by Unit, "Aggregate Issue Size" should be specified and expressed as a number of Units.

⁵ For N&C Securities issued by Unit only.

⁶ Note that for N&C Securities issued by nominal amount the "Issue Price" is the gross amount received by the Issuer in respect of the N&C Securities being issued and should be the same as the "Offer Price" (see Part B paragraph 10). Both the "Issue Price" and the "Offer Price" should be par (i.e. 100 per cent.).

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Investors in the N&C Securities intending to invest in N&C Securities through an Intermediary (including by way of introducing broker) should request details of any such fee payment from such Intermediary before making any purchase thereof.

[5.2 Unit Value on Issue: [[Insert currency] per Unit]

Investors should note that the value of a Unit in the secondary market or on redemption may be less than the Unit Value on Issue

(If N&C Securities are not traded by unit, delete this item)

[5.3 Aggregate Proceeds Amount: []

*(If N&C Securities are not traded by unit, delete this item)*⁷

6. [6.1 Specified Denominations: []

(N.B. The minimum denomination of each N&C Security will be €1,000 (or, if the N&C Securities are denominated in a currency other than euro, the equivalent in such currency))

[[Where Bearer N&C Securities and multiple denominations above €100,000 or its equivalent in another currency are being used, the following sample wording should be followed:

[[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No N&C Securities in definitive form will be issued with a denomination exceeding [€199,000].]]⁸

(If N&C Securities are not traded by nominal amount, delete this item)

[6.2 Minimum Tradable Size: [[€100,000]⁹ [] Units and in multiples of [] Unit[s] (the "Multiple Tradeable Size") in excess thereof.]¹⁰

6.3 Calculation Amount per N&C Security: []

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations.

Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.)

⁷ The Aggregate Proceeds Amount should be an amount equal to the Aggregate Issue Size multiplied by the Unit Issue Price.

⁸ Not Applicable in the case of Definitive Registered N&C Securities.

⁹ Insert for N&C Securities issued by nominal amount only.

¹⁰ Insert for N&C Securities issued by Unit only.

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7. 7.1 Issue Date: [specify date]
(NB. The Preference Shares should be issued before such date)
- 7.2 Interest Commencement Date (if different from the Issue Date): [specify date] [Not Applicable]
8. Type of N&C Security: [Fixed Rate N&C Security]
[Floating Rate N&C Security]
[Cross-Asset Linked Interest N&C Security:
(specify each relevant Type as follows)]
[Equity Index Interest Linked N&C Security]
[Inflation Index Linked Interest N&C Security]
[Non-interest bearing N&C Security]

(Specify all N&C Security types which apply)
9. Maturity Date: The third Business Day following the Final Reference Date (such third Business Day the "**Scheduled Maturity Date**") and the Scheduled Maturity Date is scheduled to be [●], unless the Preference Shares are redeemed early in accordance with their terms
10. Interest Basis: [[] per cent. Fixed Rate N&C Security]
[[Bank of England Base Rate/LIBOR/EURIBOR/[Specify relevant ISDA Rate]]+/-[] per cent. Floating Rate N&C Security]
[Variable Interest Rate N&C Security]
[Non-interest bearing N&C Security]
[Not applicable]
11. Redemption / Payment Basis: Preference Share linked redemption in accordance with N&C Security Condition 7

(N.B. The N&C Securities will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
12. Change of Interest Basis: [Applicable] / [Not Applicable]
[Specify the date when any fixed to floating rate change occurs or cross-refer to paragraphs 15 and 16 below and identify there]
13. Issuer Call Option: [Not Applicable] / [Issuer Call applicable
(further particulars specified in paragraph 22 below)]
14. Status of N&C Securities: Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate N&C Security Provisions** [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

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15.1 Rate(s) of Interest/determination of interest: [] per cent. [per annum] payable in arrear on each Interest Payment Date

(or, if applicable, insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(a), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)

15.2 Interest Payment Date[s]: [[] in each year from (and including) [] and up to (and including) [insert date] / [specify other]

(NB: do not specify the final Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")

(N.B. to provide for adjustment of the Interest Periods by reference to which interest is calculated, please specify the appropriate Business Day Convention in paragraph 15.7 below. For "unadjusted" interest calculation the Business Day Convention should be specified as "Not Applicable". Where Interest Payment Dates are required to adjust for payment purposes only (i.e. to roll to an appropriate Payment Day without affecting the length of the relevant Interest Period used for interest calculations) this can be achieved by specifying the appropriate Payment Day Convention in paragraph 27 below)

(NB: This will need to be amended in the case of irregular coupons)

15.3 Fixed Coupon Amount(s): [] per Calculation Amount] [payable on the Interest Payment Dates falling in [] / [Not Applicable]
(Applicable to N&C Securities in definitive form)

15.4 Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] / [Not Applicable]
(Applicable to N&C Securities in definitive form)

15.5 Day Count Fraction: [Actual/Actual (ICMA)]/[Act/Act (ICMA)]
[Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/
[Act/Act (ISDA)]
[Actual/365 (Fixed)]/[Act/365 (Fixed)]/[A/365 (Fixed)]/[A/365F]
[Actual/365 (Sterling)]
[Actual/360]/[Act/360]/[A/360]
[30/360 (ICMA)]
[30/360]/[360/360]/[Bond Basis]
[30E/360]/[Eurobond Basis]
[30E/360 (ISDA)]
[unadjusted/adjusted]
[Not Applicable]

(N.B. If interest is not payable on a regular basis (for example, if there are Broken Amounts specified), Actual/Actual (ICMA) may not be a suitable Day Count Fraction)

Form of Final Terms for Non-exempt N&C Securities

(N.B. Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)

15.6 Determination Date(s): in each year][Not Applicable]

(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)

15.7 Business Day Convention: [Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]

15.8 Additional Business Centre(s): / [TARGET2] / [Not Applicable]

16. Floating Rate N&C Security Provisions [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

16.1 Specified Period(s)/Specified Interest Payment Dates: in each year from (and including) up to (and including) [specify date]]/[specify other] [, subject to adjustment in accordance with the Business Day Convention set out below/not subject to any adjustment, as the Business Day Convention below is specified to be Not Applicable]

(NB: do not specify the final Specified Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")

(N.B. to provide for adjustment of the Interest Periods by reference to which interest is calculated, please specify the appropriate Business Day Convention in paragraph 16.2 below. For "unadjusted" interest calculation the Business Day Convention should be specified as "Not Applicable". Where Interest Payment Dates are required to adjust for payment purposes only (i.e. to roll to an appropriate Payment Day without affecting the length of the relevant Interest Period used for interest calculations) this can be achieved by specifying the appropriate Payment Day Convention in paragraph 27 below)

16.2 Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]

16.3 Additional Business Centre(s): / [TARGET2] / [Not Applicable]

16.4 Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination / ISDA Determination / Bank of England Base Rate Determination]

(further particulars specified in paragraph [16.6]/[16.7]/[16.9] below)

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(or, if applicable, insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(b), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)

- 16.5 Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent) *(Note: Should always specify the Calculation Agent if Bank of England Base Rate Determination applies):* [The Calculation Agent: See paragraph 30 below] / [specify other]
- [Address]
- 16.6 Screen Rate Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Reference Rate: [] month LIBOR / EURIBOR
- (b) Interest Determination Date: []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (c) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend fallback provisions appropriately)*
- (d) Rate Multiplier: [Not Applicable] / [[●] per cent.]
- 16.7 ISDA Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: []
- (b) Designated Maturity: []
- (c) Reset Date: []
- (In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- (d) Rate Multiplier [Not Applicable] / [[●] per cent.]
- 16.8 Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using

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Linear Interpolation (specify for each short or long interest period)

- 16.9 Bank of England Base Rate Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Designated Maturity: [Daily] []
- (b) Interest Determination Date: []
- (c) Relevant Screen Page: [Reuters UKBASE] []
- (d) Rate Multiplier: [Not Applicable] / [[●] per cent.]
- 16.10 Margin(s): [+/-] [] per cent. per annum
- 16.11 Minimum Rate of Interest: [] per cent. per annum
- 16.12 Maximum Rate of Interest: [] per cent. per annum
- 16.13 Day Count Fraction: [Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/[Act/Act (ISDA)]
 [Actual/Actual (ICMA)]/[Act/Act (ICMA)]
 [Actual/365 (Fixed)]/[Act/365(Fixed)]/[A/365 (Fixed)]/[A/365F]
 [Actual/365 (Sterling)]
 [Actual/360]/[Act/360]/[A/360]
 [30/360]/[360/360]/[Bond Basis]
 [30/360 (ICMA)]
 [30E/360]/[Eurobond Basis]
 [30E/360 (ISDA)]
 [unadjusted/adjusted]
 [Not Applicable]
[(NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)]
- 16.14 Determination Date(s): [[] in each year]/[Not Applicable]
- [Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]*
- 17. Other Variable Interest Rate N&C Security Provisions** [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- 17.1 Type of Variable Interest Rate N&C Securities: *(Insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(c), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)*

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17.2 Specified Period(s) / Specified Interest Payment Dates: in each year from (and including) and up to (and including) *[specify date]* / *[specify other]*

(NB: do not specify the final Specified Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")

17.3 Business Day Convention: Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention

17.4 Additional Business Centre(s): / [TARGET2] / [Not Applicable]

17.5 Minimum Rate of Interest: per cent. per annum [Not Applicable]

17.6 Maximum Rate of Interest: per cent. per annum [Not Applicable]

17.7 Day Count Fraction: Actual/Actual (ISDA) / Actual/Actual / Act/Act / Act/Act (ISDA) / Actual/Actual (ICMA) / Act/Act (ICMA) / Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365F / Actual/365 (Sterling) / Actual/360 / Act/360 / A/360 / 30/360 (ICMA) / 30/360 / 360/360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / adjusted / unadjusted / Not Applicable
[(NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)]

17.8 Determination Date(s): in each year / [Not Applicable]

[Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]

18. Key Dates relating to Variable Interest Rate N&C Securities

18.1 Trade Date:

18.2 Valuation Date(s): / [Not Applicable]

18.3 Initial Valuation Date: / [Not Applicable]

18.4 Scheduled Observation Date(s): / [Not Applicable]

18.5 Calculation Date(s): / [Not Applicable]

18.6 Observation Period: / [Not Applicable]

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18.7 Averaging Dates: [Averaging [applies / does not apply] to the N&C Securities.]
[The Averaging Dates are [].]

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]

18.8 Final Valuation Date: [] / [Not Applicable]

18.9 Specified Maximum Days of Disruption: [See [Equity Index Linked Condition 7] (for Equity Index Linked Interest N&C Securities)] / [[Specify number] Scheduled Trading Days] / [Not Applicable]

19. Additional provisions relating to Equity Index Linked Interest N&C Securities [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

19.1 Whether the interest provisions in respect of the N&C Securities relate to single index or a basket containing one or more indices and the identity of each relevant Index: [Single index] / [Basket containing one or more indices]

19.2 Equity Index: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) [Name of Index/Basket Index]

(b) The relevant Index Sponsor is [Name of Index Sponsor]

(c) Bloomberg Screen: []

(In case of more than one Index repeat the prompts set out in items 19.2 – 19.6 inclusive below and include the relevant information in a tabular format.)

19.3 Index Level: [Opening Level] / [Intraday Level] / [Observation Level] / [Closing Level]

(NB:- If Observation Level is selected please specify one of (a) the [lowest] [highest] Closing Level observed by the Calculation Agent on the Scheduled Observation Dates or (b) the level of the Index observed by the Calculation Agent in accordance with the definition of Index Level at or about the Relevant Time on the [Initial Valuation Date] [Scheduled Observation Date]).

19.4 Exchange(s) [The relevant Exchange[s] [is/are] []]

19.5 Related Exchange: [specify] / [All Exchanges]

19.6 Relevant Time: [Scheduled Closing Time] / [The relevant time is [], being the time specified on the [Valuation Date/Averaging Date/Scheduled Observation Date] for the calculation of the

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Index Level.]

19.7 Exchange Business Day: [Exchange Business Day (Single Index Basis)] / [Exchange Business Day (All Indices Basis)] / [Exchange Business Day (Per Index Basis)]/

19.8 Scheduled Trading Day: [Scheduled Trading Day (Single Index Basis)] / [Scheduled Trading Day (All Indices Basis)] / [Scheduled Trading Day (Per Index Basis)]

19.9 Additional Disruption Events: [Applicable]/[Not Applicable: the provisions of Equity Index Linked Condition 5 do not apply] (if Not Applicable, delete the remaining parts of this item 19.9)

(a) Elected Events Only: [Applicable] / [Not Applicable]

(b) [The following Additional Disruption Events apply to the N&C Securities: [Change in Law 1] [Change in Law 2] [Hedging Disruption] [Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Loss of Stock Borrow]]

(NB: delete this item (b) if "Elected Events Only" is specified as Not Applicable)

(c) [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Component Security] is []]

(NB: only applicable if Loss of Stock Borrow is applicable)

(d) [The Initial Stock Loan Rate in respect of [specify in relation to each relevant Component Security] is [].]

(NB: only applicable if Increased Cost of Stock Borrow is applicable)

19.10 Equity Index Linked Condition 4(b)(C) [Applicable]/[Not Applicable]
(Modification and Cessation of Calculation of an Index):

19.11 Equity Index Linked Condition 7(a)(ii)(B) [Applicable]/[Not Applicable]
(Additional Disruption Events):

20. Additional provisions relating to Inflation Index Linked Interest N&C Securities [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

20.1 Inflation Index/Inflation Indices: []

(Give or details of index/indices. In case of more than one Inflation Index, repeat the prompts set out in items 20.1 –20.7 inclusive below and include the relevant information. In this case immediately before such items set out the title: **Information**)

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in relation to [name of Inflation Index])

20.2 Inflation Index Sponsor(s): []

20.3 Reference source(s): []

20.4 Related Bond: [Applicable] / [Not Applicable]

The Related Bond is: [] [Fallback Bond]

The issuer of the Related Bond is: []

20.5 Fallback Bond: [Applicable] / [Not Applicable]

20.6 Observation Level: [Applicable / Not Applicable]

(NB:- If applicable please specify one of (a) the [lowest] [highest] level of the Inflation Index observed by the Calculation Agent in accordance with the Inflation Index Linked Conditions in respect of the Scheduled Observation Dates or (b) the level of the Inflation Index observed by the Calculation Agent in accordance with the Inflation Index Linked Conditions in respect of the [Initial Valuation Date] [Scheduled Observation Date].)

20.7 Inflation Index Dates in relation to [name of Key Date]: *(In case of more than one Key Date, repeat the prompts set out in items 20.7(a) – 20.7(d) inclusive below (if different for each Key Date) and include the relevant information in a tabular format.)*

(a) Reference Month: []

(b) Determination Date(s): []

(Note this may be the relevant Key Date)

(c) Inflation Cut-Off Date: [] [As defined in the Inflation Index Linked Conditions]

(d) End Date: [] [Maturity Date]

(This is necessary whenever Fallback Bond is Applicable)

20.8 Additional Disruption Events: [The following Additional Disruption Events apply to the N&C Securities: [Change in Law][,/and] [Hedging Disruption][,/and] [Increased Cost of Hedging]]/[Not Applicable: the provisions of Inflation Index Linked Condition 4 do not apply]

21. Additional provisions relating to Fixed Income Benchmark N&C Securities [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

21.1 Additional Business Centre(s): [] / [TARGET2] / [Not Applicable]

21.2 Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination / ISDA Determination / Bank of England Base Rate Determination]

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(further particulars specified in the below sub-paragraphs of this item 21)

21.3 Screen Rate Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Interest Determination Date(s): []

(b) Reference Rate: [] month LIBOR / EURIBOR

(c) Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend fallback provisions appropriately)

21.4 ISDA Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Reset Date(s): []

(b) Floating Rate Option: []

(c) Designated Maturity: []

21.5 Bank of England Base Rate Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Designated Maturity: [Daily] []

(b) Relevant Screen Page: [Reuters UKBASE] []

21.6 Margin(s): [+/-] [] per cent. per annum

21.7 Minimum Rate of Interest: [] per cent. per annum

21.8 Maximum Rate of Interest: [] per cent. per annum

PROVISIONS RELATING TO REDEMPTION

22. Issuer Call [Applicable] / [Not Applicable]

[If applicable, insert:

Optional Preference Share Redemption Valuation Date(s):
[insert date(s)] (subject to adjustment in accordance with N&C Security Condition 7.2)]

23. Provisions relating to Preference Share Linked

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Redemption:

- 23.1 Preference Shares [insert title and series number] issued by the Company
- 23.2 Initial Reference Date: [insert date]
- 23.3 Preference Share Valuation Date: [insert date] [, unless the Preference Shares are to be redeemed following a Scheduled Observation Date (as defined in their terms), in which case the Preference Share Valuation Date will be such Scheduled Observation Date][, subject to adjustment in accordance with N&C Security Condition 6.1]
- 23.4 Valuation Time [5.00 p.m. (London time)] [insert other]
- 23.5 Final Reference Date: [insert number of Business Days, which should be between 2 and no more than 8] Business Days following the Preference Share Valuation Date

24. Early Redemption:

- 24.1 Specified Early Redemption Events: [Applicable]/[Not Applicable]
- (a) Issuer Illegality Call: [Applicable]/[Not Applicable]
- (b) Issuer Tax Call: [Applicable]/[Not Applicable]
- (c) Issuer Regulatory Call: [Applicable]/[Not Applicable]
- 24.2 Events of Default: [Applicable]/[Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE N&C SECURITIES

25. Form of N&C Securities:

- 25.1 Form: [Bearer N&C Securities:
- [Temporary Bearer Global N&C Security exchangeable for a Permanent Bearer Global N&C Security which is exchangeable for definitive Bearer N&C Securities [on 60 days' notice/only upon an Exchange Event]].
- [Temporary Bearer Global N&C Security exchangeable for Definitive Bearer N&C Securities on and after the Exchange Date.]
- [Permanent Bearer Global N&C Security exchangeable for Definitive Bearer N&C Securities [on 60 days' notice/only upon an Exchange Event]].
- (Ensure that this is consistent with the wording in the "Form of the N&C Securities" section in the Base Prospectus and the N&C Securities themselves. (N.B. The exchange upon notice option should not be expressed to be applicable if the Specified Denomination of the N&C Securities in paragraph 6*

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includes language substantially to the following effect:

"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No N&C Securities in definitive form will be issued with a denomination above [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of N&C Securities which is to be represented on issue by a Temporary Bearer Global N&C Security exchangeable for Definitive N&C Securities.)

[Immobilised Bearer N&C Securities:

[Permanently Restricted Global N&C Security held by the Book-Entry Depository and CDIs registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg]]

(Permanently Restricted Global N&C Security to be used for securities which are to be represented by CREST Depository Interests)

[CREST Depository Instruments:

CREST Depository Interests ("**CREST Depository Interests**") representing the N&C Securities may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited ("**CREST**").]

- 25.2 New Global Note: [Yes] / [No]
26. Additional Financial Centre(s): London / [give details]
- (Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 15.8, 16.3, 17.4 and 23.1 relate)*
27. Payment Day Convention: [Following] / [Modified Following] / [Preceding]
- (NB: If no Payment Day Convention is specified, "Following" will apply)*
28. Talons for future Coupons to be attached to Definitive Bearer N&C Securities: [Yes as the N&C Securities have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made] / [No]
29. Rounding Convention: [Rounded up] / [Rounded down] / [Not Applicable]
30. Calculation Agent: [Santander UK plc
2 Triton Square
Regent's Place]

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London NW1 3AN
United Kingdom
[specify other, including address]

31. Specified N&C Securities

[The N&C Securities are [not] Specified N&C Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the N&C Securities will be available from [give name(s) and address(es) of Issuer contact].] [As at the date of these Final Terms, the Issuer has not determined whether the N&C Securities are Specified N&C Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified N&C Securities for these purposes. This is indicative information only subject to change and if the Issuer’s final determination is different then it will give notice of such determination. Please contact [name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the N&C Securities.]¹¹ *(The N&C Securities will not be Specified N&C Securities if they (i) are issued prior to 1 January 2019 and are not “delta-one” for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the N&C Securities reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2019 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after January 1, 2019, further analysis would be required.)*

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as they are aware and is/are able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

¹¹ This formulation to be used if the Issuer has not made a determination regarding whether the N&C Securities are Specified Securities as of the date of the Final Terms.

Form of Final Terms for Non-exempt N&C Securities

PART B – OTHER INFORMATION

[When completing this Part B prompts marked:

** should be deleted if minimum denomination is €100,000 or more (or its equivalent in the relevant currency as at the date of issue).]*

1. LISTING AND ADMISSION TO TRADING

1.1 Listing and admission to trading:

[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the N&C Securities to be admitted to trading on the London Stock Exchange's Regulated Market and to be listed the Official List of the UK Listing Authority with effect on or about [●] [the Issue Date].]

[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the N&C Securities to be admitted to the Official List of Euronext Dublin and trading on its regulated market with effect from [●] [the Issue Date].]

[Specify any other listing, if applicable]

(Where documenting a fungible issue, indication must be given that the original N&C Securities are already admitted to trading).

[Not Applicable]

2. RATINGS

2.1 Ratings:

[None. Please note that as at the Issue Date it is not intended that this specific Series of N&C Securities will be rated.]

[The N&C Securities to be issued [have been]/[are expected to be] rated [insert rating] by [insert the legal name of the relevant credit rating agency entity(ies)]./[The following ratings reflect ratings assigned to N&C Securities of this type issued under the Programme generally.]

[Each of [defined terms] is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**")]

[Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating specifically allocated to N&C Securities of the type being issued under the Programme generally, or, where the issue has been specifically rated, that rating.)

Form of Final Terms for Non-exempt N&C Securities

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Dealer [and any Authorised Offeror[s]], so far as the Issuer is aware, no person involved in the issue of the N&C Securities has an interest material to the offer. *(Amend as appropriate if there are other interests)*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive)]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

4.1 Reasons for the offer: [General corporate purposes]

(See "Use of Proceeds" wording in Base Prospectus - if reasons for offer differ from general corporate purposes and/or making profit and/or hedging certain risks, you will need to include those reasons here.)

4.2 Estimated net proceeds: []

(If proceeds are intended for more than one use you will need to split out and present in order of priority. If proceeds are insufficient to fund all proposed uses state amount and sources of other funding.)

4.3 Estimated total expenses: []

[Expenses are required to be broken down into each principal intended "use" and presented in order of priority of such "uses".]

(it is only necessary to include disclosure of net proceeds and total expenses at 4.2 and 4.3 above where disclosure is included at 4.1 above.)

5. HISTORIC RATES OF INTEREST - *Floating Rate N&C Securities Only*

Details of historic [LIBOR/EURIBOR/Bank of England Base Rate/] rates can be obtained from [Reuters and/or Bloomberg].

6. PERFORMANCE OF *[[IDENTIFY REFERENCE ITEM] / [FORMULA]]*, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT [AND OTHER INFORMATION CONCERNING *[[IDENTIFY REFERENCE ITEM]/ [THE FORMULA]]*] – *VARIABLE INTEREST RATE N&C SECURITIES*

[If there is a derivative component in the interest, an example of how the value of the investment is affected by the value of the underlying may be included.]

- *[Need to include details of where past and future performance and volatility of the Reference Item can be obtained].*
- *[Where the underlying is an index, include the name of [the/each] index and details of where information about [the/each] index can be obtained.]*
- *[Where the underlying is a basket of underlyings, include details of the relevant weighting of each underlying in the basket.]*

Form of Final Terms for Non-exempt N&C Securities

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

7. PERFORMANCE OF THE PREFERENCE SHARES, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE PREFERENCE SHARES

The Company is a private company limited by shares and was incorporated under the Companies Act 2006 on 18 November 2015 (with registered number 9878451). The Company is governed by the laws of England and Wales and has its registered office at 2 Triton Square, Regent's Place, London NW1 3AN.

A copy of the Company's constitutional documents and the applicable terms and conditions of the class of Preference Shares (the "**Preference Share Terms and Conditions**") are available to investors in the N&C Securities on written request (free of charge) from the registered office of the Company at 2 Triton Square, Regent's Place, London NW1 3AN [and from the Distributor of the N&C Securities] on proof of identity as a N&C Securityholder. The performance of the Preference Shares is linked to the performance of [insert details of relevant underlying reference item(s)].

The Preference Share Terms and Conditions will provide that, unless otherwise redeemed or cancelled, the Preference Shares will be redeemable on their final redemption date at a defined amount as determined in accordance with the Preference Share Terms and Conditions.

Information on the Preference Shares (including past and further performance and volatility) is expected to be published on [●] or on such successor page or source as may be notified to N&C Securityholders in accordance with N&C Security Condition 13 (Notices).

8. OPERATIONAL INFORMATION

- | | | |
|-----|--|---|
| 8.1 | ISIN: | [] |
| 8.2 | Common Code: | [] |
| 8.3 | CFI: | [] / [Not Applicable] |
| 8.4 | FISN: | [] / [Not Applicable] |
| 8.5 | Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): | [Not Applicable/give name(s) and number(s)]
[The N&C Securities will also be eligible for CREST via the issue of CREST Depository Interests representing the N&C Securities] |
| 8.6 | Delivery: | Delivery [against/free of] payment |
| 8.7 | Names and addresses of additional Paying Agent(s) (if any): | [] / [Not Applicable] |
| 8.8 | Deemed delivery of clearing system notice for the purposes of N&C Security Condition 13 (Notices): | Any notice delivered to N&C Securityholders through the clearing system will be deemed to have been given on the [second][business] day after the day on which it was given to [Euroclear] [and/,] [Clearstream, Luxembourg] [and/,] [specify other]. |

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8.9 Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the N&C Securities are intended upon issue to be deposited with [one of the international central securities depositories ("ICSDs") as common safekeeper][*specify other*] and does not necessarily mean that the N&C Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

(If "Yes" is selected and the N&C Securities are deposited with an ICSD, the N&C Securities must be issued in NGN form.)

[No. [Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the N&C Securities are capable of meeting them the N&C Securities may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the N&C Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

8.10 Governing law: English

9. DISTRIBUTION

9.1 Method of distribution: [Syndicated/Non-syndicated]

9.2 (i) If syndicated, names of Managers: [Not Applicable] / [*give names of each entity acting as underwriter to the issue on a firm commitment basis and names of each entity agreeing to place the issue without a firm commitment or on a "best efforts" basis, if such entities are not the same as the Managers*]

(ii) Date of Subscription Agreement: []

(iii) Stabilisation Manager(s) (if any): [Not Applicable] / [*give name*]

9.3 If non-syndicated, name of relevant Dealer: [Not Applicable] / [*give name*]

[In connection with the issue of any Tranche of N&C Securities, the relevant Dealer (if any) named as the stabilisation manager (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms or Base Prospectus (as the case may be) (the "**Stabilisation Manager**") may over-allot N&C Securities (provided that, in the case of any Tranche of N&C Securities to be admitted to trading on the London Stock Exchange's regulated market and/or any other regulated market (within the meaning of FSMA) in the European Economic Area, the aggregate nominal amount of N&C Securities allotted does

Form of Final Terms for Non-exempt N&C Securities

not exceed 105.00 per cent. of the aggregate nominal amount of the Tranche of N&C Securities) or effect transactions with a view to supporting the market price of the N&C Securities at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Tranche of N&C Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Tranche of N&C Securities and 60 days after the date of the allotment of the Tranche of N&C Securities.]

9.4 U.S. Selling Restrictions:

The N&C Securities have not and will not be registered under the Securities Act. The N&C Securities are only for offer and sale outside the United States in offshore transactions to non-U.S. Persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. Person.

Each initial purchaser of the N&C Securities and each subsequent purchaser or transferee of the N&C Securities shall be deemed to have agreed with the Issuer or the seller of such N&C Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such N&C Securities so purchased in the United States or to, or for the account or benefit of, any U.S. Person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person and (ii) it is not purchasing any N&C Securities for the account or benefit of any U.S. Person.

N&C Securities in bearer form 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 U.S. person, except in certain transactions permitted by U.S. tax regulations.

[Reg. S Compliance Category 2; TEFRA D / TEFRA C / TEFRA not applicable] *(NB. N&C Securities which will be represented by CREST Depository Interests to be TEFRA C and Immobilised Bearer Securities will be TEFRA not applicable)*

9.5 (a) Non-exempt Offer:

[Applicable] [Not Applicable]. *(delete remaining sub-paragraph if not Applicable)*

(b) Non-exempt Offer Jurisdiction:

[Specify relevant Member States where the issuer intends to make Non-exempt Offers, which must be jurisdictions into which the Base Prospectus and any relevant supplements have been passported (in addition to Ireland, where the Base Prospectus is approved and published)]

(c) Offer Period

[Specify date] until [specify date or a formulation such as "the Issue Date" or "the date which falls [●] Business Days thereafter"]

Form of Final Terms for Non-exempt N&C Securities

(Consider walk-away rights if extending Offer Period beyond the Issue Date)

- (d) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: *[Insert names and addresses of financial intermediaries receiving consent (specific consent)]*[Not Applicable]
- (e) General Consent: [Applicable]/[Not Applicable]
- (f) Other Authorised Offeror Terms: [Not Applicable]*[Add here any other Authorised Offeror Terms (Authorised Offeror Terms should only be included here where General Consent is applicable.)]*

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified / passported.)

- 9.6 Prohibition of Sales to EEA Retail Investors [Not Applicable]

[Applicable [, other than with respect to offers of the N&C Securities in *[specify jurisdiction(s) for which a PRIIPs KID is being prepared]* [during the period[s] [] [] *[repeat periods as necessary]*]]

10. TERMS AND CONDITIONS OF THE OFFER*

[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)* [The N&C Securities will be offered to the public in each Non-exempt Offer Jurisdiction[s] in accordance with the arrangements listed below.]

- 10.1 Offer Price: [Not Applicable][See 10.10 below][Issue Price]

- 10.2 [Conditions to which the offer is subject:] [Not Applicable] / *[give details]*

[Offers of the N&C Securities are conditional on their issue and are subject to such conditions as are set out in the [Distribution Agreement]. As between Dealers and their customers (including Authorised Offerors) or between Authorised Offerors and their customers, offers of the N&C Securities are further subject to such conditions as may be agreed between them and/or as is specified in any arrangements in place between them.]

- 10.3 [Description of the application process]: [Not Applicable] / *[give details]*

- 10.4 [Details of the minimum and/or maximum amount of application]: [Not Applicable] / *[give details]*

Form of Final Terms for Non-exempt N&C Securities

- 10.5 [Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants]: [Not Applicable] / [give details]
- 10.6 [Details of the method and time limits for paying up and delivering the N&C Securities:]: [Not Applicable] / [give details]
[NB: Under normal circumstances, on the Issue Date, allocated N&C Securities will be made available to the Dealer(s) / Authorised Offerors in such account as may be held by them directly or indirectly at Euroclear or Clearstream. Luxembourg.]
- 10.7 [Manner in and date on which results of the offer are to be made public:]: [Not Applicable] / [give details]
[If applicable (i) specify date on which the final size of the issue will be made public and (ii) insert specific details in respect of the method of publication (including, where relevant, details of any advertisements to be published).]
- 10.8 [Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]: [Not Applicable] / [give details]
- 10.9 [Whether tranche(s) have been reserved for certain countries:]: [Not Applicable] / [give details]
- 10.10 Indication of the expected price at which the N&C Securities will be offered or the method of determining the price and the process for its disclosure: [Not Applicable] [The Issuer has offered and will sell the N&C Securities to the Dealer(s) (and no one else) at the Issue Price. The Dealer(s) and Authorised Offerors will offer and sell the N&C Securities to their customers in accordance with the arrangements in place between each such Dealer and its customers (including the Authorised Offerors) or each such Authorised Offeror and its customers at the Issue Price.]
[The Issue Price for the N&C Securities includes a number of costs including sale commissions and hedging related payments and may not be an accurate reflection of the market value of the N&C Securities as of the Issue Date. The price at which the N&C Securities may be sold in secondary market transactions may be significantly lower than the Issue Price as a result. Accordingly, investors should be prepared to hold the N&C Securities until maturity.
The Issue Price for the N&C Securities includes an embedded commission which will be payable to one or more distributors for the N&C Securities. An investor should enquire of any distributor from which it purchases N&C Securities as to the level of commissions received by the distributor.]
[Other]
- 10.11 [Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:]: [Not Applicable] / [give details]
 [Prospective N&C Securityholders will be notified by the relevant Dealer(s) and Authorised Offeror in accordance with the

Form of Final Terms for Non-exempt N&C Securities

arrangements in place between such Dealer(s) or Authorised Offeror and its customers. Any dealings in the N&C Securities, which take place will be at the risk of the prospective N&C Securityholders.]

- 10.12 [Amount of any expenses and taxes specifically charged to the subscriber or purchaser:] [Not Applicable] / [give details]
- 10.13 [Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.] [The Authorised Offerors are identified in 9.5 above.] / [None] / [give details]

[The Issuer is only offering to and selling to the Dealer(s) pursuant to and in accordance with the terms of the [Distribution Agreement] [Programme Agreement]¹². All sales to persons other than the Dealer(s) will be made by the Dealer(s) or persons to whom they sell, and/or otherwise make arrangements with, including the Authorised Offeror(s). The Issuer shall not be liable for any offers, sales or purchases of N&C Securities to persons (other than in respect of offers and sales to, and purchases of, N&C Securities by the Dealer(s) and only then pursuant to the [Distribution Agreement] [Programme Agreement]), which are made by the Dealer(s) or Authorised Offeror(s) in accordance with the arrangements in place between any such Dealer or [any such][the] Authorised Offeror and its customers.]

[[Each [of] [t][T]he Dealer(s) has acknowledged and agreed, and any Authorised Offeror will be required by the Dealer(s) to acknowledge and agree, that for the purpose of offer(s) of the N&C Securities, the Issuer has passported the Base Prospectus in [each of] the Non-exempt Offer Jurisdiction[s] and will not passport the Base Prospectus into any other European Economic Area Member State; accordingly, the N&C Securities may only be publicly offered in Non-exempt Offer Jurisdiction[s] or offered to Qualified Investors (as defined in the Prospectus Directive) in any other European Economic Area Member States and that all offers of N&C Securities by it will be made only in accordance with the selling restrictions set forth in the Base Prospectus and the provisions of these Final Terms and in compliance with all applicable laws and regulations.]]

11. EU BENCHMARKS REGULATION

EU Benchmarks Regulation: Article 29(2) statement on benchmarks: [Not Applicable]

[Applicable: Amounts payable under the N&C Securities are calculated by reference to *[insert name(s) of benchmark(s)]*, which [is/are] provided by *[insert name(s) of the administrator(s) – if more than one, specify in relation to each relevant benchmark]*.

[As at the date of these Final Terms, *[insert name(s) of the administrator(s)]* [is/are] [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of Regulation (EU) 2016/1011.] *[repeat as necessary]*]

¹² Delete as applicable depending on whether syndicated trade or not.

Form of Final Terms for Non-exempt N&C Securities

SUMMARY OF THE N&C SECURITIES

[Insert completed summary for the N&C Securities, unless minimum denomination is equal to or greater than EUR 100,000 (or its equivalent in another currency)]

Form of Pricing Supplement for Exempt N&C Securities

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – [Other than with respect to offers of the N&C Securities in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] []-[] [repeat periods as necessary],] [T]/[t]he N&C Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the N&C Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the N&C Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[MIFID II product governance / target market – [appropriate target market legend to be included]]

APPLICABLE PRICING SUPPLEMENT

FORM OF PRICING SUPPLEMENT FOR EXEMPT N&C SECURITIES

EXEMPT N&C SECURITIES OF ANY DENOMINATION

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt N&C Securities, whatever the denomination of those N&C Securities, issued under the Programme pursuant to this Base Prospectus.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF EXEMPT N&C SECURITIES DESCRIBED BELOW

PLEASE CAREFULLY READ THE RISK FACTORS IN THE BASE PROSPECTUS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN FINANCIAL AND LEGAL ADVISORS ABOUT THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE N&C SECURITIES AND THE SUITABILITY OF AN INVESTMENT IN THE N&C SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES

[Date]

Santander UK plc

Legal entity identifier (LEI): PTCQB104N23FMK2RZ28

Issue of [Aggregate Nominal Amount/Number of Units of Tranche] [Title of N&C Securities]
(the "**N&C Securities**")

under the
Structured Note and Certificate Programme
(the "**Programme**")

The Base Prospectus referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of N&C Securities in any Member State of the European Economic Area (each, a "**Relevant Member State**") which has implemented the Prospectus Directive will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the N&C Securities. Accordingly, any person making or intending to make an offer in that Relevant Member State of the N&C Securities may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of N&C Securities in any other circumstances.

Form of Pricing Supplement for Exempt N&C Securities

PART A – CONTRACTUAL TERMS

This document constitutes the Pricing Supplement for the N&C Securities described herein. This document must be read in conjunction with the Base Prospectus dated 3 August 2018 [as supplemented by the supplement[s] dated [●]] (the "**Base Prospectus**"). Full information on the Issuer and the offer of the N&C Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus has been published on the websites of Euronext Dublin (www.ise.ie), the Central Bank of Ireland (<http://www.centralbank.ie>) and the Issuer's website ([insert link]). [The Base Prospectus is also available for viewing during normal business hours at the specified office of Citibank, N.A., London Branch acting as Principal Paying Agent and copies may be obtained from the registered office of the Issuer.] In the event of any inconsistency between the Conditions and the Pricing Supplement, this Pricing Supplement will prevail.

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the N&C Securities (the "**N&C Security Conditions**" and, together with the applicable Annex(es) the "**Conditions**") set forth in the Base Prospectus. The N&C Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and the N&C Securities may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. Person (as defined below). Furthermore, the N&C Securities do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "**CEA**"), and trading in the N&C Securities has not been approved by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA, and no U.S. Person may at any time trade or maintain a position in the N&C Securities. For a description of the restrictions on offers and sales of N&C Securities, see "*Important Notice to Purchasers and Transferees of N&C Securities*" and "*Subscription and Sale*" in the Base Prospectus.

For the purposes of this Pricing Supplement, "U.S. Person" means (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"), (ii) a person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936, as amended ("**CEA**") (including but not limited to a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA and a person other than a "Non-United States person" as defined in CFTC Rule 4.7(a)(1)(iv) excluding for the purposes of CFTC Rule 4.7(a)(1)(iv)(D) the exception for qualified eligible persons who are not "United States persons"), or (iii) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "**U.S. Person**").

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Pricing Supplement.]

[By investing in the N&C Securities each investor is deemed to represent that:

- (a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to invest in the N&C Securities and as to whether the investment in the N&C Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the N&C Securities, it being understood that information and explanations related to the terms and conditions of the N&C Securities shall not be considered to be investment advice or a recommendation to invest in the N&C Securities. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the N&C Securities.*
- (b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the N&C Securities. It is also capable of assuming, and assumes, the risks of the investment in the N&C Securities.*
- (c) **Status of Parties.** Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the N&C Securities.]*

Form of Pricing Supplement for Exempt N&C Securities

1. Issuer: Santander UK plc
2. 2.1 Type of N&C Security: [Note] / [Certificate]
- 2.2 Series Number: []
- 2.3 Tranche Number: []
- 2.4 [Date on which the N&C Securities will be consolidated and form a single Series: The N&C Securities will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/exchange of the Temporary Bearer Global N&C Security for interests in the Permanent Bearer Global N&C Security, as referred to in paragraph 25 below, which is expected to occur on or about *[insert date]*][Not Applicable]]
- 2.5 Trading Method: [Nominal] / [Unit]
- 2.6 Applicable Annex(es): [Not Applicable] / [Payout] / [Equity Index] / [Inflation Index] /
(N.B. more than one Annex may apply)
3. Specified Currency: []

(NB: the Specified Currency must be the same as the currency of the Preference Shares)
4. [Aggregate Nominal Amount] / [Aggregate Issue Size]:
- 4.1 Series: []¹
- 4.2 Tranche: []²
- [4.3 Nominal Amount per Unit: For calculation purposes only, each Unit shall be deemed to have a nominal amount of [].

*(Each N&C Security must have a minimum Nominal Amount per Unit of €1,000 (or, if the N&C Securities are denominated in a currency other than euro, the equivalent in such currency. If N&C Securities are not traded by unit, delete this item))*³
5. [5.1] [Issue Price] / [Unit Issue Price] for Tranche:⁴ [100 per cent. of the Aggregate Nominal Amount] / [[] *[Insert currency]*] per Unit (the "**Issue Price**") [plus accrued interest from and including *[insert date]* to but excluding the Issue Date (which is equal to [] days' accrued interest) *(in the case of fungible issues, if applicable)*]

The Issue Price specified [in/at [paragraph []]/above] may be more than the market value of the N&C Securities as at the

¹ For N&C Securities issued by Unit, "Aggregate Issue Size" should be specified and expressed as a number of Units.

² For N&C Securities issued by Unit, "Aggregate Issue Size" should be specified and expressed as a number of Units.

³ For N&C Securities issued by Unit only.

⁴ Note that for N&C Securities issued by nominal amount the "Issue Price" is the gross amount received by the Issuer in respect of the N&C Securities being issued and should be the same as the "Offer Price" (if any). Both the "Issue Price" and the "Offer Price" should be par (i.e. 100 per cent.).

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Issue Date, and the price, if any, at which the Dealer or any other person is willing to purchase the N&C Securities in secondary market transactions is likely to be lower than the Issue Price. In particular, the Issue Price may describe the overall proceeds received by the Issuer in connection with the issue of the N&C Securities expressed as a percentage of the Aggregate Nominal Amount. In addition to the purchase price received from the Dealer, the Issuer may receive up front payment(s) under the hedging arrangements for the N&C Securities and secondary market prices may exclude such amounts. [See further Part B, item 6.6 below.]

To the extent permitted by applicable law, if any fees relating to the issue and sale of the N&C Securities have been paid or are payable by the Dealer to an intermediary (an "**Intermediary**"), then such Intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such Intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU), or as otherwise may apply in any non-EEA jurisdictions.

Investors in the N&C Securities intending to invest in N&C Securities through an Intermediary (including by way of introducing broker) should request details of any such fee payment from such Intermediary before making any purchase thereof.

[5.2] Unit Value on Issue: [[*Insert currency*] per Unit]

Investors should note that the value of a Unit in the secondary market or on redemption may be less than the Unit Value on Issue

(If N&C Securities are not traded by unit, delete this item)

[5.3] Aggregate Proceeds Amount: []

*(If N&C Securities are not traded by unit, delete this item)*⁵

6. [6.1] Specified Denominations: []

(N.B. The minimum denomination of each N&C Security will be €1,000 (or, if the N&C Securities are denominated in a currency other than euro, the equivalent in such currency))

[[Where Bearer N&C Securities and multiple denominations above €100,000 or its equivalent in another currency are being used, the following sample wording should be followed:

[[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No N&C Securities in definitive

⁵ The Aggregate Proceeds Amount should be an amount equal to the Aggregate Issue Size multiplied by the Unit Issue Price.

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form will be issued with a denomination exceeding [€199,000].]⁶

(If N&C Securities are not traded by nominal amount, delete this item)

[6.2 Minimum Tradable Size: [[€100,000]⁷ [[] Units and in multiples of [] Unit[s] (the "Multiple Tradeable Size") in excess thereof.]⁸

6.3 Calculation Amount per N&C Security: []

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations.

Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.)

7. 7.1 Issue Date: [specify date]

(NB. The Preference Shares should be issued before such date)

7.2 Interest Commencement Date (if different from the Issue Date): [specify date] [Not Applicable]

8. Type of N&C Security: [Fixed Rate N&C Security]
[Floating Rate N&C Security]
[Cross-Asset Linked Interest N&C Security:
(specify each relevant Type as follows)]
[Equity Index Interest Linked N&C Security]
[Inflation Index Linked Interest N&C Security]
[Non-interest bearing N&C Security]

(Specify all N&C Security types which apply)

9. Maturity Date: The third Business Day following the Final Reference Date (the "Scheduled Maturity Date") and the Scheduled Maturity Date is scheduled to be [●], unless the Preference Shares are redeemed early in accordance with their terms

10. Interest Basis: [[] per cent. Fixed Rate N&C Security]
[[Bank of England Base Rate/LIBOR/EURIBOR/[Specify relevant ISDA Rate]]+/-[] per cent. Floating Rate N&C Security]
[Variable Interest Rate N&C Security]
[Non-interest bearing N&C Security]
[Not applicable]

⁶ Not Applicable in the case of Definitive Registered N&C Securities.

⁷ Insert for N&C Securities issued by nominal amount only.

⁸ Insert for N&C Securities issued by Unit only.

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11. Redemption / Payment Basis: Preference Share linked redemption in accordance with N&C Security Condition 7
- (N.B. The N&C Securities will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
12. Change of Interest Basis: [Applicable] / [Not Applicable]
[Specify the date when any fixed to floating rate change occurs or cross-refer to paragraphs 15 and 16 below and identify there]
13. Issuer Call Option: [Not Applicable] / [Issuer Call applicable (further particulars specified in item 22 below)]
14. Status of N&C Securities: Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate N&C Security Provisions** [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- 15.1 Rate(s) of Interest/determination of interest: [] per cent. [per annum] payable in arrear on each Interest Payment Date
- (or, if applicable, insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(a), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)*
- 15.2 Interest Payment Date[s]: [[] in each year from (and including) [] and up to (and including) [insert date] / [specify other]
- (NB: do not specify the final Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")*
- (N.B. to provide for adjustment of the Interest Periods by reference to which interest is calculated, please specify the appropriate Business Day Convention in paragraph 15.7 below. For "unadjusted" interest calculation the Business Day Convention should be specified as "Not Applicable". Where Interest Payment Dates are required to adjust for payment purposes only (i.e. to roll to an appropriate Payment Day without affecting the length of the relevant Interest Period used for interest calculations) this can be achieved by specifying the appropriate Payment Day Convention in paragraph 27 above)*
- (NB: This will need to be amended in the case of irregular coupons)*
- 15.3 Fixed Coupon Amount(s): [[] per Calculation Amount] [payable on the Interest Payment Dates falling in[]]/ [Not Applicable]
(Applicable to N&C Securities in definitive

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form)

15.4 Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] / [Not Applicable]
(Applicable to N&C Securities in definitive form)

15.5 Day Count Fraction: [Actual/Actual (ICMA)]/[Act/Act (ICMA)]
[Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/
[Act/Act (ISDA)]
[Actual/365 (Fixed)]/[Act/365 (Fixed)]/[A/365 (Fixed)]/[A/365F]
[Actual/365(Sterling)]
[Actual/360]/[Act/360]/[A/360]
[30/360 (ICMA)]
[30/360]/[360/360]/[Bond Basis]
[30E/360]/[Eurobond Basis]
[30E/360 (ISDA)]
[unadjusted/adjusted]
[Not Applicable]

(N.B. If interest is not payable on a regular basis (for example, if there are Broken Amounts specified), Actual/Actual (ICMA) may not be a suitable Day Count Fraction)

(N.B. Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)

15.6 Determination Date(s): [[] in each year][Not Applicable]

(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)

15.7 Business Day Convention: [Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]

15.8 Additional Business Centre(s): [] / [TARGET2] / [Not Applicable]

16. Floating Rate N&C Security Provisions [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

16.1 Specified Period(s)/Specified Interest Payment Dates: [[] in each year from (and including) [] up to (and including) [specify date]]/[specify other] [, subject to adjustment in accordance with the Business Day Convention set out below/not subject to any adjustment, as the Business Day Convention below is specified to be Not Applicable]

(NB: do not specify the final Specified Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")

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(N.B. to provide for adjustment of the Interest Periods by reference to which interest is calculated, please specify the appropriate Business Day Convention in paragraph 16.2 below. For "unadjusted" interest calculation the Business Day Convention should be specified as "Not Applicable". Where Interest Payment Dates are required to adjust for payment purposes only (i.e. to roll to an appropriate Payment Day without affecting the length of the relevant Interest Period used for interest calculations) this can be achieved by specifying the appropriate Payment Day Convention in paragraph 27 above)

- 16.2 Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / [Not Applicable]]
- 16.3 Additional Business Centre(s): [] / [TARGET2] / [Not Applicable]
- 16.4 Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination / ISDA Determination / Bank of England Base Rate Determination]
- (further particulars specified in the below sub-paragraphs of this item 16)
- (or, if applicable, insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(b), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)*
- 16.5 Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent) *(Note: Should always specify the Calculation Agent if Bank of England Base Rate Determination applies):* [The Calculation Agent: See paragraph 31 below] / [specify other]
- [Address]
- 16.6 Screen Rate Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Reference Rate: [] month LIBOR / EURIBOR
- (b) Interest Determination Date: []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (c) Relevant Screen Page: []

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(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend fallback provisions appropriately)

- (d) Rate Multiplier: [Not Applicable] / [] per cent.]
- 16.7 ISDA Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: []
- (b) Designated Maturity: []
- (c) Reset Date: []
- (In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- (d) Rate Multiplier [Not Applicable] / [] per cent.]
- 16.8 Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)
- 16.9 Bank of England Base Rate Determination: [Applicable] / [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Designated Maturity: [Daily] []
- (b) Interest Determination Date: []
- (c) Relevant Screen Page: [Reuters UKBASE] []
- (d) Rate Multiplier: [Not Applicable] / [] per cent.]
- 16.10 Margin(s): [+/-] [] per cent. per annum
- 16.11 Minimum Rate of Interest: [] per cent. per annum
- 16.12 Maximum Rate of Interest: [] per cent. per annum
- 16.13 Day Count Fraction: [Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/[Act/Act (ISDA)]
 [Actual/Actual (ICMA)]/[Act/Act (ICMA)]
 [Actual/365 (Fixed)]/[Act/365(Fixed)]/[A/365 (Fixed)]/[A/365F]
 [Actual/365 (Sterling)]
 [Actual/360]/[Act/360]/[A/360]

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[30/360]/[360/360]/[Bond Basis]
 [30/360 (ICMA)]
 [30E/360]/[Eurobond Basis]
 [30E/360 (ISDA)]
 [unadjusted/adjusted]
 [Not Applicable]
[(NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)]

16.14 Determination Date(s): [[] in each year]/[Not Applicable]

[Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]

17. Other Variable Interest Rate N&C Security Provisions [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

17.1 Type of Variable Interest Rate N&C Securities: *(Insert relevant provisions from the Payout Annex: i.e. Payout Condition 2.1(c), the relevant Interest Payment Option from Payout Condition 2.2 and/or related definitions from Payout Condition 3.)*

17.2 Specified Period(s) / Specified Interest Payment Dates: [[] in each year from (and including) [] and up to (and including) *[specify date]* / *[specify other]*

(NB: do not specify the final Specified Interest Payment Date to be "Maturity Date", instead specify the calendar date or "Scheduled Maturity Date")

17.3 Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]

17.4 Additional Business Centre(s): [] / [TARGET2] / [Not Applicable]

17.5 Minimum Rate of Interest: [[] per cent. per annum][Not Applicable]

17.6 Maximum Rate of Interest: [[] per cent. per annum][Not Applicable]

17.7 Day Count Fraction: [Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/[Act/Act (ISDA)]

[Actual/Actual (ICMA)]/[Act/Act (ICMA)]

[Actual/365 (Fixed)]/[Act/365 (Fixed)]/[A/365 (Fixed)]/[A/365F]

[Actual/365 (Sterling)]

[Actual/360]/[Act/360]/[A/360]

[30/360 (ICMA)]

[30/360]/[360/360]/[Bond Basis]

[30E/360]/[Eurobond Basis]

[30E/360 (ISDA)]

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[adjusted / unadjusted]

[Not Applicable]

[(NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate N&C Securities denominated in euros)]

17.8 Determination Date(s): [[] in each year]/[Not Applicable]

[Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]

18. Key Dates relating to Variable Interest Rate N&C Securities

18.1 Trade Date: []

18.2 Valuation Date(s): []/[Not Applicable]

18.3 Initial Valuation Date: []/[Not Applicable]

18.4 Scheduled Observation Date(s): []/[Not Applicable]

18.5 Calculation Date(s): []/[Not Applicable]

18.6 Observation Period: []/[Not Applicable]

18.7 Averaging Dates: [Averaging [applies / does not apply] to the N&C Securities.]
[The Averaging Dates are [].]

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]

(a) Final Valuation Date: []/[Not Applicable]

(b) Specified Maximum Days of Disruption: [See [Equity Index Linked Condition 7] (for Equity Index Linked Interest N&C Securities)] / [[Specify number] Scheduled Trading Days] / [Not Applicable]

19. Additional provisions relating to Equity Index Linked Interest N&C Securities [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

19.1 Whether the interest provisions in respect of the N&C Securities relate to single index or a basket containing one or more indices and the identity of each relevant Index: [Single index] / [Basket containing one or more indices]

19.2 Equity Index: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) [Name of Index/Basket Index]

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(b) The relevant Index Sponsor is [*Name of Index Sponsor*]

(c) Bloomberg Screen: []

(In case of more than one Index repeat the prompts set out in items 19.2 – 19.6 inclusive below and include the relevant information in a tabular format.)

19.3 Index Level: [Opening Level] / [Intraday Level] / [Observation Level] / [Closing Level]

(NB:- If Observation Level is selected please specify one of (a) the [lowest] [highest] Closing Level observed by the Calculation Agent on the Scheduled Observation Dates or (b) the level of the Index observed by the Calculation Agent in accordance with the definition of Index Level at or about the Relevant Time on the [Initial Valuation Date] [Scheduled Observation Date]).

19.4 Exchange(s) [The relevant Exchange[s] [is/are] []]

19.5 Related Exchange: [*specify*] / [All Exchanges]

19.6 Relevant Time: [Scheduled Closing Time] / [The relevant time is [], being the time specified on the [Valuation Date/Averaging Date/Scheduled Observation Date] for the calculation of the Index Level.]

19.7 Exchange Business Day: [Exchange Business Day (Single Index Basis)] / [Exchange Business Day (All Indices Basis)] / [Exchange Business Day (Per Index Basis)]

19.8 Scheduled Trading Day: [Scheduled Trading Day (Single Index Basis)] / [Scheduled Trading Day (All Indices Basis)] / [Scheduled Trading Day (Per Index Basis)]

19.9 Additional Disruption Events: [Applicable]/[Not Applicable: the provisions of Equity Index Linked Condition 5 do not apply] (*if Not Applicable, delete the remaining parts of this item 19.9*)

(a) Elected Events Only: [Applicable] / [Not Applicable]

(b) [The following Additional Disruption Events apply to the N&C Securities: [Change in Law] [Hedging Disruption] [Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Loss of Stock Borrow]]

(NB: delete this item (b) if "Elected Events Only" is specified as Not Applicable)

(c) [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Component Security*] is []]

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(NB: only applicable if Loss of Stock Borrow is applicable)

(d) [The Initial Stock Loan Rate in respect of [specify in relation to each relevant Component Security] is [].]

(NB: only applicable if Increased Cost of Stock Borrow is applicable)

20. Additional provisions relating to Inflation Index Linked Interest N&C Securities [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

20.1 Inflation Index/Inflation Indices: []

*(Give or details of index/indices. In case of more than one Inflation Index, repeat the prompts set out in items 20.1 –20.7 inclusive below and include the relevant information. In this case immediately before such items set out the title: **Information in relation to [name of Inflation Index]**)*

20.2 Inflation Index Sponsor(s): []

20.3 Reference source(s): []

20.4 Related Bond: [Applicable] / [Not Applicable]

The Related Bond is: [] [Fallback Bond]

The issuer of the Related Bond is: []

20.5 Fallback Bond: [Applicable] / [Not Applicable]

20.6 Observation Level: [Applicable / Not Applicable]

(NB:- If applicable please specify one of (a) the [lowest] [highest] level of the Inflation Index observed by the Calculation Agent in accordance with the Inflation Index Linked Conditions in respect of the Scheduled Observation Dates or (b) the level of the Inflation Index observed by the Calculation Agent in accordance with the Inflation Index Linked Conditions in respect of the [Initial Valuation Date] [Scheduled Observation Date].)

20.7 Inflation Index Dates in relation to [name of Key Date]: *(In case of more than one Key Date, repeat the prompts set out in items 20.7(a) – 20.7(d) inclusive below (if different for each Key Date) and include the relevant information in a tabular format.)*

(a) Reference Month: []

(b) Determination Date(s): []

(Note this may be the relevant Key Date)

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- (c) Inflation Cut-Off Date: [] [As defined in the Inflation Index Linked Conditions]
- (d) End Date: [] [Maturity Date]
(This is necessary whenever Fallback Bond is Applicable)
- 20.8 Additional Disruption Events: [The following Additional Disruption Events apply to the N&C Securities: [Change in Law][./and] [Hedging Disruption][./and] [Increased Cost of Hedging]]/[Not Applicable: the provisions of Inflation Index Linked Condition 4 do not apply]
- 21. Additional provisions relating to Fixed Income Benchmark N&C Securities** [Applicable] / [Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- 21.1 Additional Business Centre(s): [] / [TARGET2] / [Not Applicable]
- 21.2 Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination / ISDA Determination / Bank of England Base Rate Determination]

(further particulars specified in the below sub-paragraphs of this item 21)
- 21.3 Screen Rate Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Interest Determination Date(s): []
- (b) Reference Rate: [] month LIBOR / EURIBOR
- (c) Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend fallback provisions appropriately)
- 21.4 ISDA Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Reset Date(s): []
- (b) Floating Rate Option: []
- (c) Designated Maturity: []
- 21.5 Bank of England Base Rate Determination: [Applicable] / [Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Designated Maturity: [Daily] []

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- (b) Relevant Screen Page: [Reuters UKBASE] []
- 21.6 Margin(s): [+/-] [] per cent. per annum
- 21.7 Minimum Rate of Interest: [] per cent. per annum
- 21.8 Maximum Rate of Interest: [] per cent. per annum

PROVISIONS RELATING TO REDEMPTION

22. Issuer Call [Applicable] / [Not Applicable]
- [If applicable, insert:*
- Optional Preference Share Redemption Valuation Date(s):
[insert date(s)] (subject to adjustment in accordance with N&C Security Condition 7.2)]
23. Provisions relating to Preference Share Linked Redemption:
- 23.1 Preference Shares *[insert title and series number]* issued by the Company
- 23.2 Initial Reference Date: *[insert date]*
- 23.3 Preference Share Valuation Date: *[insert date]* [, unless the Preference Shares are to be redeemed following a Scheduled Observation Date (as defined in their terms), in which case the Preference Share Valuation Date will be such Scheduled Observation Date][, subject to adjustment in accordance with N&C Security Condition 6.1]
- 23.4 Valuation Time [5.00 p.m. (London time)] *[insert other]*
- 23.5 Final Reference Date: *[insert number of Business Days, which should be between 2 and no more than 8]* Business Days following the Preference Share Valuation Date
24. Early Redemption:
- 24.1 Specified Early Redemption Events: [Applicable]/[Not Applicable]
- (a) Issuer Illegality Call: [Applicable]/[Not Applicable]
- (b) Issuer Tax Call: [Applicable]/[Not Applicable]
- (c) Issuer Regulatory Call: [Applicable]/[Not Applicable]
- 24.2 Events of Default: [Applicable]/[Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE N&C SECURITIES

25. Form of N&C Securities:
- 25.1 Form: [Bearer N&C Securities:

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[Temporary Bearer Global N&C Security exchangeable for a Permanent Bearer Global N&C Security which is exchangeable for definitive Bearer N&C Securities [on 60 days' notice/only upon an Exchange Event]].

[Temporary Bearer Global N&C Security exchangeable for Definitive Bearer N&C Securities on and after the Exchange Date.]

[Permanent Bearer Global N&C Security exchangeable for Definitive Bearer N&C Securities [on 60 days' notice/only upon an Exchange Event]].

(Ensure that this is consistent with the wording in the "Form of the N&C Securities" section in the Base Prospectus and the N&C Securities themselves. (N.B. The exchange upon notice option should not be expressed to be applicable if the Specified Denomination of the N&C Securities in paragraph 6 includes language substantially to the following effect:

"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No N&C Securities in definitive form will be issued with a denomination above [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of N&C Securities which is to be represented on issue by a Temporary Bearer Global N&C Security exchangeable for Definitive N&C Securities.))

[Immobilised Bearer N&C Securities:

[Permanently Restricted Global N&C Security held by the Book-Entry Depositary and CDIs registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg]]

(Permanently Restricted Global N&C Security to be used for securities which are to be represented by CREST Depository Interests)

[CREST Depository Instruments:

CREST Depository Interests ("**CREST Depository Interests**") representing the N&C Securities may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited ("**CREST**").]

25.2 New Global Note:

[Yes] / [No]

26. Additional Financial Centre(s):

London / [give details]

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(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 15.8, 16.3, 18.3 and 19.8 relate)

27. Payment Day Convention: [Following] / [Modified Following] / [Preceding]
- (NB: If no Payment Day Convention is specified, "Following" will apply)*
28. Talons for future Coupons to be attached to Definitive Bearer N&C Securities: [Yes as the N&C Securities have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made] / [No]
29. Rounding Convention: [Rounded up] / [Rounded down] / [Not Applicable]
30. Calculation Agent: [Santander UK plc
2 Triton Square
Regent's Place
London NW1 3AN
United Kingdom]
[specify other, including address]
31. Any Conditions additional to, or modified from, those set forth in the Base Prospectus: [specify] / [Not Applicable]
32. Specified N&C Securities [The N&C Securities are [not] Specified N&C Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the N&C Securities will be available from [give name(s) and address(es) of Issuer contact].] [As at the date of this Pricing Supplement, the Issuer has not determined whether the N&C Securities are Specified N&C Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified N&C Securities for these purposes. This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination. Please contact [name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the N&C Securities.]⁹ *(The N&C Securities will not be Specified N&C Securities if they (i) are issued prior to 1 January 2019 and are not "delta-one" for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the N&C Securities reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2019 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after*

⁹ This formulation to be used if the Issuer has not made a determination regarding whether the N&C Securities are Specified Securities as of the date of the Pricing Supplement.

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January 1, 2019, further analysis would be required.]

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RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. [[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as they are aware and is/are able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].]

Signed on behalf of the Issuer:

By:

Duly authorised

Form of Pricing Supplement for Exempt N&C Securities

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

Listing and admission to trading: [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the N&C Securities to be listed *on [specify market - note this must not be a regulated market]* with effect from []] [Not Applicable]

2. RATINGS

Ratings: [None. Please note that as at the Issue Date it is not intended that the specific Series of N&C Securities will be rated.]

[The N&C Securities to be issued [have been]/[are expected to be] rated [insert rating] by [insert the legal name of the relevant credit rating agency entity(ies)].]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Dealer [[and [specify names of other financial intermediaries/placers making offers or consider including a generic description of such other parties involved in offers]]], so far as the Issuer is aware, no person involved in the issue of the N&C Securities has an interest material to the offer. (*Amend as appropriate if there are other interests*)]

4. [USE OF PROCEEDS

[]]

(*Only required if the use of proceeds is different to that stated in the Base Prospectus*)

5. OPERATIONAL INFORMATION

5.1 ISIN: []

5.2 Common Code: []

5.3 CFI: [] / [Not Applicable]

5.4 FISN: [] / [Not Applicable]

5.5 Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

[The N&C Securities will also be eligible for CREST via the issue of CREST Depository Interests representing the N&C Securities]

5.6 Delivery: Delivery [against/free of] payment

5.7 Names and addresses of additional Paying Agent(s) (if any): [] / [Not Applicable]

5.8 Deemed delivery of clearing system notice for the purposes of N&C Security Condition 13 (Notices): Any notice delivered to N&C Securityholders through the clearing system will be deemed to have been given on the [second][business] day after the day on which it was given to

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[Euroclear] [and/,] [Clearstream, Luxembourg] [and/,] [*specify other*].

- 5.9 Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the N&C Securities are intended upon issue to be deposited with [one of the international central securities depositories ("ICSDs") as common safekeeper][*specify other*] and does not necessarily mean that the N&C Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

(If "Yes" is selected and the N&C Securities are deposited with an ICSD, the N&C Securities must be issued in NGN form.)

[No. [Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the N&C Securities are capable of meeting them the N&C Securities may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the N&C Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

- 5.10 Governing law: English
- 5.11 Additional investment considerations: [Applicable. See Annex [●] contained herein.] / [Not Applicable.] (*If applicable, set out in an annex all additional risk factors or other investment considerations applicable to the particular Tranche of N&C Securities to be issued.*)

6. DISTRIBUTION

- 6.1 Method of distribution: [Syndicated/Non-syndicated]
- 6.2 (i) If syndicated, names of Managers: [Not Applicable] / [*give names of each entity acting as underwriter*]
- (ii) Date of Subscription Agreement: []
- (iii) Stabilisation Manager(s) (if any): [Not Applicable] / [*give name*]
- 6.3 If non-syndicated, name of relevant Dealer: [Not Applicable] / [*give name*]

[In connection with the issue of any Tranche of N&C Securities, the relevant Dealer (if any) named as the stabilisation manager (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement or Base Prospectus (as the case may be) (the "**Stabilisation Manager**") may over-allot N&C Securities or effect transactions with a view to supporting

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the market price of the N&C Securities at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Pricing Supplement for the offer of the Tranche of N&C Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Tranche of N&C Securities and 60 days after the date of the allotment of the Tranche of N&C Securities.]

6.4 U.S. Selling Restrictions:

The N&C Securities have not and will not be registered under the Securities Act. The N&C Securities are only for offer and sale outside the United States in offshore transactions to non-U.S. Persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. Person.

Each initial purchaser of the N&C Securities and each subsequent purchaser or transferee of the N&C Securities shall be deemed to have agreed with the Issuer or the seller of such N&C Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such N&C Securities so purchased in the United States or to, or for the account or benefit of, any U.S. Person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person and (ii) it is not purchasing any N&C Securities for the account or benefit of any U.S. Person.

N&C Securities in bearer form 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 U.S. person, except in certain transactions permitted by U.S. tax regulations.

[Reg. S Compliance Category 2; TEFRA D / TEFRA C / TEFRA not applicable] *(NB. N&C Securities which will be represented by CREST Depository Interests to be TEFRA C and Immobilised Bearer Securities will be TEFRA not applicable)*

6.5 Prohibition of Sales to EEA Retail Investors

[Not Applicable]

[Applicable [, other than with respect to offers of the N&C Securities in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] [] [] [repeat periods as necessary]]]

6.6 Additional selling restrictions:

[Not Applicable]/[give details]

6.7 [Information relating to the Issue Price

The Issue Price for the N&C Securities includes a number of costs including sale commissions and hedging related payments and may not be an accurate reflection of the market value of the N&C Securities as of the Issue Date. The price at which the N&C Securities may be sold in secondary market transactions may be significantly lower than the Issue Price as a result.

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Accordingly, investors should be prepared to hold the N&C Securities until maturity.

The Issue Price for the N&C Securities includes an embedded commission which will be payable to one or more distributors for the N&C Securities. An investor should enquire of any distributor from which it purchases N&C Securities as to the level of commissions received by the distributor.]

[The Issuer is only offering to and selling to the Dealer(s) pursuant to and in accordance with the terms of the [Distribution Agreement] [Programme Agreement]¹⁰. All sales to persons other than the Dealer(s) will be made by the Dealer(s) or persons to whom they sell, and/or otherwise make arrangements with, including [specify names of other financial intermediaries/placers making offers or consider including a generic description of such other parties involved in offers] (the "**Financial Intermediaries**") The Issuer shall not be liable for any offers, sales or purchases of N&C Securities to persons (other than in respect of offers and sales to, and purchases of, N&C Securities by the Dealer(s) and only then pursuant to the [Distribution Agreement] [Programme Agreement]), which are made by the Dealer(s) [or Financial Intermediaries] in accordance with the arrangements in place between any such Dealer or [any such][the] Financial Intermediary] and its customers.]

EU BENCHMARKS REGULATION

EU Benchmarks Regulation: Article 29(2) statement on benchmarks: [Not Applicable]

[Applicable: Amounts payable under the N&C Securities are calculated by reference to *[insert name(s) of benchmark(s)]*, which [is/are] provided by *[insert name(s) of the administrator(s) – if more than one, specify in relation to each relevant benchmark]*.

[As at the date of this Pricing Supplement, *[insert name(s) of the administrator(s)]* [is/are] [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of Regulation (EU) 2016/1011.] *[repeat as necessary]*

¹⁰ Delete as applicable depending on whether syndicated trade or not.

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FORM OF THE N&C SECURITIES

Words and expressions defined in the "Terms and Conditions of the N&C Securities" shall have the same meanings in this Form of the N&C Securities.

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Other than in the case of Book-Entry Interests, CDIs (each as defined below) and Definitive Registered N&C Securities, the N&C Securities of each Series will initially be represented by a global security in bearer form, with or without interest coupons attached. In addition, interests in N&C Securities may only be offered and sold in offshore transactions in reliance on Regulation S under the Securities Act ("**Regulation S**") outside the United States to non-U.S. Persons and may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person and may not be legally or beneficially owned at any time by any U.S. Person. Any offer, sale, resale, trade, pledge, redemption, transfer or delivery of an interest in an N&C Security made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. Interests in N&C Securities may not be legally or beneficially owned at any time by any U.S. Person and accordingly may only be offered and sold outside the United States to non-U.S. Persons in reliance on Regulation S.

Bearer N&C Securities

Each Tranche of Bearer N&C Securities will be initially represented by either a temporary bearer global N&C Security (a "**Temporary Bearer Global N&C Security**") or a permanent bearer global N&C Security (a "**Permanent Bearer Global N&C Security**") and, together with the Temporary Bearer Global N&C Security, the "**Bearer Global N&C Securities**") as indicated in the applicable Issue Terms of the N&C Securities, which, in either case, will:

- (i) if the Bearer Global N&C Securities are intended to be issued in new global note ("**NGN**") form, as stated in the applicable Issue Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); or
- (ii) if the Bearer Global N&C Securities are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depository (the "**Common Depository**") for Euroclear and Clearstream, Luxembourg, as the case may be.

Where the Global N&C Securities issued in respect of any Tranche are in NGN form, the applicable Issue Terms will also indicate whether such Global N&C Securities are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global N&C Securities are to be so held does not necessarily mean that the N&C Securities of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Issue Terms.

In the case of each Tranche of N&C Securities in bearer form the relevant Issue Terms will specify whether U.S. Treasury Regulation § 1.163-5(c)(2)(i)(C) (or any successor U.S. Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) ("**TEFRA C**") or U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D) (or any successor U.S. Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) ("**TEFRA D**") apply in relation to the N&C Securities, or if the N&C Securities do not have a maturity of more than one year, that TEFRA does not apply.

Whilst any Bearer N&C Security is represented by a Temporary Bearer Global N&C Security, payments of principal, interest (if any) and any other amount payable in respect of the N&C Securities due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global N&C Security (if the Temporary Bearer Global N&C Security is not intended to be issued in NGN form) only to the extent that certification to the effect that the beneficial owners of interests in such Bearer N&C Security are not U.S. Persons or persons who have purchased for resale to any U.S. Person, as required by U.S. Treasury regulations,

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has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent. If a Permanent Bearer Global N&C Security is issued directly (rather than exchanged from a Temporary Bearer Global N&C Security), then that issuance must, on the earlier of the date of the first payment of interest by the issuer or the date of delivery by the issuer of the obligation in definitive form, comply with the same certification requirements as a Temporary Bearer Global N&C Security, described above.

In respect of each Tranche of N&C Securities in respect of which a Temporary Bearer Global N&C Security is issued, on and after the date (the "**Exchange Date**") which is 40 days after the Temporary Bearer Global N&C Security is issued, interests in such Temporary Bearer Global N&C Security will be exchangeable (free of charge) upon a request as described therein for either:

- (i) interests in a Permanent Bearer Global N&C Security of the same Series; or
- (ii) Definitive Bearer N&C Securities (as defined in the General Terms and Conditions of the N&C Securities) of the same Series (as defined in the General Terms and Conditions of the N&C Securities) with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Issue Terms and subject, in the case of Definitive Bearer N&C Securities, to such notice period as is specified in the applicable Issue Terms).

In each case such exchange shall be made against certification of non-U.S. beneficial ownership as described above, unless such certification has already been given. Purchasers in the United States and certain U.S. Persons will not be able to receive Definitive Bearer N&C Securities or interests in a Permanent Bearer Global N&C Security. The holder of a Temporary Bearer Global N&C Security will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due presentation and certification, exchange of the Temporary Bearer Global N&C Security for an interest in a Permanent Bearer Global N&C Security or for Definitive Bearer N&C Securities is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global N&C Security will be made through Euroclear and/or Clearstream, Luxembourg, as applicable, against presentation or surrender (as the case may be) of the Permanent Bearer Global N&C Security (if the Permanent Bearer Global N&C Security is not intended to be issued in NGN form) without any requirement for certification.

The applicable Issue Terms will specify that a Permanent Bearer Global N&C Security will be exchangeable (free of charge), in whole but not in part, for Definitive Bearer N&C Securities with, where applicable, receipts, interest coupons and talons attached upon either:

- (1) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg, as applicable, (acting on the instructions of any holder of an interest in such Permanent Bearer Global N&C Security) to the Principal Paying Agent, or
- (2) only upon the occurrence of an Exchange Event (as defined below).

No Definitive Bearer N&C Securities will be sent by post or otherwise delivered to any location in the United States or its possessions in connection with such exchange.

For these purposes, "**Exchange Event**" means that:

- (1) an Event of Default (as defined in N&C Security Condition 9 (Events of Default)) has occurred and is continuing;
- (2) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no alternative clearing system satisfactory to the Issuer and the Principal Paying Agent is available; or
- (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the N&C Securities represented by the Permanent Bearer Global N&C Security in definitive form.

The Issuer will promptly give notice to the N&C Securityholders in accordance with N&C Security Condition 13 (Notices) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg, as the

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case may be, (acting on the instructions of any holder of an interest in such Permanent Bearer Global N&C Security) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (3) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Global N&C Securities (other than Immobilised Bearer N&C Securities or Temporary Global N&C Securities), talons and interest coupons relating to such N&C Securities where TEFRA D is specified in the applicable Final Terms or Pricing Supplement, as the case may be:

"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 INTERNAL REVENUE CODE."

N&C Securities which are represented by a Bearer Global N&C Security will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

If a Global Bearer N&C Security is exchangeable for a Definitive Bearer N&C Security at the option of the N&C Securityholders, the N&C Securities shall be tradeable only in principal amounts of at least the Specified Denomination (as defined in the General Terms and Conditions of the N&C Securities) (or if more than one Specified Denomination, the lowest Specified Denomination).

Immobilised Bearer N&C Securities

Interests in N&C Securities to be issued as bearer securities in immobilised form ("**Immobilised Bearer N&C Securities**") of certain issues that may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person will initially be represented by a global security in bearer form (a "**Permanently Restricted Global N&C Security**" or an "**Immobilised Bearer Global N&C Security**"). Any offer, sale, resale, trade, pledge, redemption, transfer or delivery of an interest in a Permanently Restricted Global N&C Security made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. Interests in Permanently Restricted Global N&C Securities may not be legally or beneficially owned at any time by any U.S. Person and accordingly may only be offered and sold outside the United States to non-U.S. Persons in reliance on Regulation S. Interests in a Permanently Restricted Global N&C Security may not be held otherwise than through Euroclear or Clearstream, Luxembourg, and such Permanently Restricted Global N&C Securities will bear a legend regarding such restrictions on transfer.

The Immobilised Bearer Global N&C Securities will initially be issued in bearer form, without interest coupons, and title thereto will pass by delivery. Pursuant to an N&C securities depositary agreement (such agreement as amended and/or supplemented and/or restated from time to time, the "**N&C Securities Depositary Agreement**") dated on or about the date of this Base Prospectus between the Issuer, Citibank, N.A., London Branch (the "**Book-Entry Depositary**"), Citibank, N.A., London Branch (the "**Custodian**") and Citigroup Global Markets Europe AG (the "**Registrar**"), the Immobilised Bearer Global N&C Securities of each Series will on issue be deposited with the Book-Entry Depositary and held by the Custodian on behalf of the Book-Entry Depositary. If any N&C Securities are issued as Immobilised Bearer Global N&C Securities, then the entire Series of which they form part will be issued as Immobilised Bearer Global N&C Securities.

In respect of Immobilised Bearer Global N&C Securities to be settled through Euroclear and/or Clearstream, Luxembourg ("**Permanently Restricted Immobilised Bearer Global N&C Securities**") which are deposited with the Book-Entry Depositary, the Book-Entry Depositary will issue registered certificated depositary interests ("**CDIs**") to a common depositary for Euroclear and Clearstream, Luxembourg, or its nominee, and will record the CDIs in the books and records of the Registrar in the name of the common depositary or its nominee, as applicable. Ownership of interests in the Permanently Restricted Immobilised Bearer Global N&C Securities deposited with the Book-Entry Depositary (the "**Book-Entry Interests**") will be limited to persons with an account with Euroclear and/or Clearstream, Luxembourg or persons who may hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be affected only through records maintained in book-entry form by Euroclear and/or Clearstream, Luxembourg and their participants.

Subject as set out below, the Book-Entry Interests will not be held in definitive form. Instead, Euroclear and/or Clearstream, Luxembourg (as applicable) will credit on their respective book-entry registration and transfer systems a participant's account with the interest beneficially owned by such participant. The laws of some jurisdictions, including certain states of the United States, may

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require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair the ability to own, transfer or pledge Book-Entry Interests. In addition, while the Immobilised Bearer N&C Securities are in global form, holders of Book-Entry Interests will not be considered the owners or holders of such N&C Securities for any purpose.

Interests in an Immobilised Bearer Global N&C Security will be exchangeable (free of charge), in whole but not in part, for N&C Securities in definitive registered form without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means:

- (i) an Event of Default has occurred and is continuing;
- (ii) in the case of Immobilised Bearer N&C Securities registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that (x) either Euroclear or Clearstream, Luxembourg is unwilling or unable to continue to act as depository for the N&C Securities and no alternative clearing system is available or (y) both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available;
- (iii) the Book-Entry Depository is at any time unwilling or unable to continue as Book-Entry Depository in respect of any Immobilised Bearer N&C Securities or its appointment as such under the N&C Securities Depository Agreement is (or is to be) terminated and no successor is appointed by the Issuer within 90 days; or
- (iv) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the N&C Securities represented by the Global N&C Security in definitive registered form.

The Issuer will promptly give notice to N&C Securityholders in accordance with N&C Security Condition 13 (Notices) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Immobilised Bearer Global N&C Security) may give notice to the Registrar (or request that the Principal Paying Agent does so) requesting exchange and, in the event of the occurrence of an Exchange Event as described in (v) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

In such an event, the Issuer (or the Registrar on behalf of the Issuer) will exchange the Book-Entry Interests in the relevant Immobilised Bearer Global N&C Security for N&C Securities in definitive form, registered in the name or names and issued in any approved denominations, requested by or on behalf of Euroclear and/or Clearstream, Luxembourg, as applicable (in accordance with their respective customary procedures and based upon directions received from participants reflecting the beneficial ownership of Book-Entry Interests), and which may bear a restrictive legend unless such legending is not required by applicable law.

To the extent permitted by law, the Issuer, the Principal Paying Agent and the Registrar shall be entitled to treat the holder of any N&C Security as the absolute owner thereof.

Transfer of Interests

Pursuant to the N&C Securities Depository Agreement, the Immobilised Bearer Global N&C Securities may be transferred only to a successor to the relevant Book-Entry Depository.

Unless and until Book-Entry Interests are exchanged for N&C Securities in definitive registered form, the CDIs held for the common depository for Euroclear and Clearstream, Luxembourg may not be transferred except as a whole to a nominee or a successor approved by the Issuer.

All transfers of Book-Entry Interests between participants in Euroclear or participants in Clearstream, Luxembourg will be effected by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream, Luxembourg and their respective participants.

Book-Entry Interests in an Immobilised Bearer Global N&C Security may be exchanged for N&C Securities in definitive registered form upon receipt by the Registrar of instructions from the Principal Paying Agent. It is expected that such instructions of the

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Principal Paying Agent will be based upon directions received by Euroclear or Clearstream, Luxembourg, as applicable, from the participant which owns the relevant Book-Entry Interests. N&C Securities in a definitive registered form issued in exchange for a Book-Entry Interest will be subject to certain restrictions and will bear the legend provided for in the Agency Agreement and N&C Securities Depository Agreement.

N&C Securities may not be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person, and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised.

Immobilised Bearer N&C Securities are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions. See "*Subscription and Sale*".

General

Pursuant to the Agency Agreement (as defined under the General Terms and Conditions of the N&C Securities), the Principal Paying Agent shall arrange that, where a further Tranche of N&C Securities is issued which is intended to form a single Series with an existing Tranche of N&C Securities at a point after the Issue Date of the further Tranche, the N&C Securities of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS assigned to N&C Securities of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of any applicable period that by law or regulation would require such N&C Securities of such Tranche not to be fungible.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Issue Terms or, in the case of Exempt N&C Securities as may otherwise be approved by the Issuer and the Principal Paying Agent, as the case may be.

An N&C Security may be accelerated by the holder thereof in certain circumstances described in N&C Security Condition 10. In such circumstances, where any N&C Security is still represented by a Global N&C Security and the Global N&C Security (or any part thereof) has become due and repayable in accordance with the General Terms and Conditions of the N&C Securities and payment in full of the amount due has not been made in accordance with the provisions of the Global N&C Security then from 8.00 p.m. (London time) on such day holders of interests in such Global N&C Security credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of a deed of covenant (the "**Deed of Covenant**") dated 8 August 2017 and executed by the Issuer.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, except in relation to N&C Securities issued in NGN form, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Issue Terms.

Any reference herein to the common depository, depository or, as applicable, common safekeeper shall, whenever the context so permits, be deemed to include references to any successor common depository, depository or, as applicable, common safekeeper or any additional or alternative common depository, depository or, as applicable, common safekeeper as is approved by the Issuer and the Principal Paying Agent and the Registrar.

Any reference herein to the nominee or, as applicable, common nominee shall, whenever the context so permits, be deemed to include references to any successor nominee or, as applicable, common nominee or any additional or alternative nominee or, as applicable, common nominee as is approved by the Issuer, the Principal Paying Agent and the Registrar.

The Issuer may agree with any Dealer that N&C Securities may be issued in a form not contemplated by the Conditions, in which event, other than where such N&C Securities are Exempt N&C Securities, a supplement to this base prospectus or a new prospectus or prospectus will be made available which will describe the effect of the agreement reached in relation to such N&C Securities.

Use of Proceeds

USE OF PROCEEDS

The net proceeds from each issue of N&C Securities will be applied by the Issuer for its general corporate purposes. If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Issue Terms.

Book-Entry Clearance Systems and Settlement

BOOK-ENTRY CLEARANCE SYSTEMS AND SETTLEMENT

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear and Clearstream, Luxembourg (together, the "Clearance Systems") currently in effect. The information in this section concerning the Clearance Systems has been obtained from sources that the Issuer believes to be reliable. The Issuer accepts responsibility for the information contained in this section. The Issuer confirms that the information contained in this section has been accurately reproduced as far as the Issuer is aware and is able to ascertain from information published by the above sources, and that no facts have been omitted which would render the reproduced information inaccurate or misleading. Investors wishing to use the facilities of any of the Clearance Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearance System. None of the Issuer, the Dealers and the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the N&C Securities held through the facilities of any Clearance System or for maintaining, supervising or reviewing any records or payments relating to such beneficial ownership interests.

Book-entry Systems

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Immobilised Bearer Global N&C Securities

Payments of any amounts owing in respect of Immobilised Bearer Global N&C Securities (including principal and interest, if any) will be made by the Issuer in the Specified Currency to the relevant Paying Agent. The relevant Paying Agent will, in turn, make such payments to or to the order of the Book-Entry Depository in its capacity as bearer of the relevant Immobilised Bearer Global N&C Securities. Upon receipt of such amounts, the Book-Entry Depository will pay the amounts so received to the common depository for Euroclear and Clearstream, Luxembourg, as applicable, which will distribute payments to participants in accordance with their procedures, as detailed above.

The Issuer will treat the bearer of the Immobilised Bearer Global N&C Securities as the owner thereof for the purposes of receiving payments and for all other purposes. None of the Issuer, the Book-Entry Depository or any agent of the Issuer has or will have any responsibility or liability for:

- (a) any aspect of the records of Euroclear, Clearstream, Luxembourg or any direct or indirect participant relating to, or payments made on account of, a Book-Entry Interest in any Immobilised Bearer Global N&C Securities or for maintaining, supervising or reviewing any of the records of Euroclear, Clearstream, Luxembourg or any direct or indirect participant relating to, or payments made on account of, a Book-Entry Interest in any Immobilised Bearer Global N&C Securities; or
- (b) Euroclear, Clearstream, Luxembourg or any direct or indirect participant.

Book-Entry Clearance Systems and Settlement

Transfers of N&C Securities Represented by Global N&C Securities

Transfers of any interests in N&C Securities represented by a Global N&C Security or a CDI within Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant Clearance System and, in the case of CDIs, in accordance with the provisions of the N&C Securities Depository Agreement.

On or after the Issue Date for any Series, transfers of N&C Securities of such Series between accountholders in Euroclear and Clearstream, Luxembourg will generally have a settlement date three business days after the trade date. The customary arrangements for delivery versus payment will apply to such transfers.

Euroclear and Clearstream, Luxembourg have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global N&C Securities in bearer form among participants and accountholders of Euroclear and Clearstream, Luxembourg. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Agents or any Dealer will be responsible for any performance by Euroclear or Clearstream, Luxembourg or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the N&C Securities represented by Global N&C Securities in bearer form or for maintaining, supervising or reviewing any records relating to such beneficial interests.

The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Euroclear UK & Ireland Limited

Following their delivery into a clearing system, interests in N&C Securities may be delivered, held and settled in Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**") by means of the creation of dematerialised depository Interests ("**CREST Depository Interests**") representing the interests in the relevant N&C Securities ("**Underlying Securities**"). Such delivery, holding and settlement is governed, *inter alia*, by the terms of the CREST Manual issued by CREST dated 1 September 2015 (as the same may be amended, modified, varied or supplemented from time to time, the "**CREST Manual**"). The CREST Depository Interests will be issued by CREST Depository Limited or any successor thereto (the "**CREST Depository**") to holders of the CREST Depository Interests and will be constituted and governed by English law. CREST International Nominees Limited or another entity appointed to act as nominee in accordance with the CREST Deed Poll (as defined below) (the "**CREST Nominee**") will hold the legal title to the Underlying Securities and the direct enforcement right in respect of the Underlying Securities.

The CREST Depository Interests will represent indirect interests in the interest of the CREST Nominee in the Underlying Securities. Pursuant to the CREST Manual, N&C Securities held in global form by the Common Depository may be settled through CREST, and the CREST Depository will issue CREST Depository Interests. The CREST Depository Interests will be independent securities which may be held and transferred through CREST.

Interests in the Underlying Securities will be credited to the CREST Nominee's account with Euroclear and the CREST Nominee will hold such interests as nominee for the CREST Depository which will issue CREST Depository Interests to the relevant CREST participants.

Each CREST Depository Interest will be treated by the CREST Depository as if it were one Underlying Security, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CREST Depository Interests any interest or other amounts received by it as holder of the Underlying Securities on trust for such holder. Holders of CREST Depository Interests will also be able to receive from CREST notices of meetings of holders of Underlying Securities and other relevant notices issued by the Issuer.

Transfers of interests in Underlying Securities by a CREST participant to a participant of Euroclear or Clearstream, Luxembourg will be effected by cancellation of the CREST Depository Interests and transfer of an interest in such N&C Securities underlying the CREST Depository Interests to the account of the relevant participant with Euroclear or Clearstream, Luxembourg. The CREST Depository Interests will have the same ISIN as the ISIN of the Underlying Securities and will not require a separate listing on the Official List of Euronext Dublin or the Official List of the United Kingdom Listing Authority.

Book-Entry Clearance Systems and Settlement

Holders of CREST Depository Interests are referred to Chapter 8 of the CREST International Manual (as contained in the CREST Manual) which contains the form of the CREST Deed Poll to be entered into by the CREST Depository (the "**CREST Deed Poll**"). The rights of the holder of CREST Depository Interests will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Issuer including the CREST Deed Poll executed by the CREST Depository. These rights may be different from those of holders of N&C Securities which are not represented by CREST Depository Interests.

If issued, CREST Depository Interests will be delivered, held and settled in CREST, by means of the CREST International Settlement Links Service (the "**CREST International Settlement Links Service**"). The settlement of the CREST Depository Interests by means of the CREST International Settlement Links Service has the following consequences for holders of CREST Depository Interests:

- (i) holders of CREST Depository Interests will not be the legal owners of the Underlying Securities. The CREST Depository Interests are separate legal instruments from the Underlying Securities to which they relate and represent an indirect interest in such Underlying Securities;
- (ii) the Underlying Securities themselves (as distinct from the CREST Depository Interests representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through a clearing system. Rights in the Underlying Securities will be held through custodial and depository links through the appropriate clearing systems. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the clearing system in or through which the Underlying Securities are held;
- (iii) rights under the Underlying Securities cannot be enforced by holders of CREST Depository Interests except indirectly through the intermediary depositories and custodians described above. The enforcement of rights under the Underlying Securities will therefore be subject to the local law of the relevant intermediary. The rights of holders of CREST Depository Interests to the Underlying Securities are represented by the entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Underlying Securities. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries;
- (iv) the CREST Depository Interests issued to holders of CREST Depository Interests will be constituted and issued pursuant to the CREST Deed Poll. Holders of CREST Depository Interests will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to, the CREST International Manual and the CREST Rules applicable to the CREST International Settlement Links Service (in each case as contained in the CREST Manual) and such holders must comply in full with all obligations imposed on them by such provisions;
- (v) the provisions of the CREST Deed Poll and the CREST Manual (including for the avoidance of doubt the provisions of the CREST International Manual and the CREST Rules) contain indemnities, warranties, representations and undertakings to be given by holders of CREST Depository Interests and limitations on the liability of the issuer of the CREST Depository Interests, the CREST Depository;
- (vi) holders of CREST Depository Interests may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them. The attention of holders is drawn to the terms of the CREST Deed Poll and the CREST Manual (including for the avoidance of doubt the provisions of the CREST International Manual and the CREST Rules), copies of which are available from CREST at 33 Cannon Street, London EC4M 5SB or by calling +44 (0) 207 849 0000 or from the CREST website at: <https://www.euroclear.com/en.html>;
- (vii) holders of CREST Depository Interests may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the N&C Securities through the CREST International Settlement Links Service;

Book-Entry Clearance Systems and Settlement

- (viii) neither the Issuer, the Dealer nor any Paying Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations; and
- (ix) N&C Securities issued in temporary global form exchangeable for a Permanent Global Bearer N&C Security will not be eligible for CREST settlement as CREST Depository Interests. As such, investors investing in the Underlying Securities through CREST Depository Interests will only receive the CREST Depository Interests after such Temporary Bearer Global N&C Security is exchanged for a Permanent Bearer Global N&C Security, which could take up to 40 days after the issue of the N&C Securities.

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TAXATION

1. United Kingdom Taxation

The following applies only to persons who are the beneficial owners of N&C Securities and is a summary of the Issuer's understanding of current law and published HM Revenue and Customs ("HMRC") practice in the United Kingdom relating only to certain aspects of United Kingdom taxation. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of prospective N&C Securityholders depends on their individual circumstances and may be subject to change in the future. Prospective N&C Securityholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payment of Interest on the N&C Securities

Withholding on account of United Kingdom tax

The Issuer, provided that it continues to be a bank for the purposes of section 991 of the Income Tax Act 2007 ("ITA 2007") and provided that the interest on the N&C Securities is paid in the ordinary course of its business within the meaning of section 878 of ITA 2007, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax.

Payments of interest on the N&C Securities by the Issuer may be made without deduction of or withholding on account of United Kingdom income tax provided that the N&C Securities are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of ITA 2007. The London Stock Exchange is a recognised stock exchange. N&C Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided, therefore, that the N&C Securities are and remain so listed, interest on the N&C Securities will be payable without withholding or deduction on account of United Kingdom tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

Interest on the N&C Securities may also be paid by the Issuer without withholding or deduction on account of United Kingdom tax where the maturity of the N&C Securities is less than 365 days and these N&C Securities do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the N&C Securities which have a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20.00 per cent.), subject to any available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a holder of an N&C Security, HMRC can issue a notice to the Issuer to pay interest to the holder of an N&C Security without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

References to "interest" mean "interest" as understood in United Kingdom tax law and do not take into account any different meaning which may prevail under any other law or under the terms and conditions. Different considerations may apply to payments treated as "annual payments" or "manufactured payments". An amount may be required to be withheld from payments that are described as "interest" in the terms and conditions, but are not interest for United Kingdom tax purposes and are nevertheless treated as annual payments, on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any available reliefs and exemptions.

Stamp Duty and Stamp Duty Reserve Tax ("SDRT") in respect of the N&C Securities

A charge to stamp duty or SDRT may, in certain circumstances, arise on the issue, transfer and/or settlement of N&C Securities and SDRT may also be payable in relation to any agreement to transfer N&C Securities. This will depend upon the Terms and Conditions of the relevant N&C Securities (as completed by the applicable Final Terms or, in the case of Exempt N&C Securities, as amended

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and completed by the applicable Pricing Supplement). N&C Securityholders should take their own advice from an appropriately qualified professional adviser in this regard.

2. Irish Taxation

The following is a summary of the Irish withholding tax treatment of the N&C Securities. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the N&C Securities. The summary relates only to the position of Irish withholding taxes on the N&C Securities.

The summary is based upon Irish tax laws and the practice of the Revenue Commissioners of Ireland as in effect on the date of this Base Prospectus. Prospective investors in the N&C Securities should consult their own advisers as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the N&C Securities including, in particular, the effect of any state or local law taxes.

Irish Withholding Tax

Irish withholding tax applies to certain payments including payments of:

- Irish source yearly interest (i.e. interest that is capable of arising for a period in excess of one year);
- Irish source annual payments (annual payments are payments that are capable of being made over a period in excess of one year and are pure income-profit in the hands of the recipient); and
- Distributions (including interest that is treated as a distribution under Irish law) made by Irish resident companies,

at the standard rate of income tax (currently 20 per cent.).

On the basis that the Issuer is not resident in Ireland for the purposes of Irish tax, nor does the Issuer operate in Ireland through a branch or agency with which the issue of the N&C Securities is connected, nor are the N&C Securities held in Ireland through a depository, or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the N&C Securities, such payments would not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, the Issuer or any paying agent acting on behalf of the Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the N&C Securities.

Separately, for as long as the N&C Securities are quoted on a stock exchange, a purchaser of the N&C Securities should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the N&C Securities.

Irish Encashment Tax

Payments on any N&C Securities paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of the N&C Securities may be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent.), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the N&C Securities entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

3. U.S. Dividend Equivalent Withholding

Section 871(m) of the U.S. Internal Revenue Code of 1986 (the **Code**) treats a "dividend equivalent" payment as a dividend from sources within the United States that is generally subject to a 30% U.S. withholding tax which may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend

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from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance (the **Section 871(m) Regulations**) require withholding on certain non-U.S. holders of the N&C Securities with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only an N&C Security that has an expected economic return sufficiently similar to that of the underlying U.S. security, based on tests set forth in the Section 871(m) Regulations, will be subject to the Section 871(m) withholding regime (making such N&C Security a **Specified N&C Security**). Certain exceptions to this withholding requirement apply, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on, or upon the date of maturity, lapse or other disposition of the Specified N&C Security. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified N&C Security, withholding generally will still be required even if the Specified N&C Security does not provide for payments explicitly linked to dividends. Additionally, the Issuer may withhold the full 30 per cent. tax on any payment on the N&C Securities in respect of any dividend equivalent arising with respect to such N&C Securities regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a non-U.S. holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A non-U.S. holder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the U.S. Internal Revenue Service. Refund claims are subject to U.S. tax law requirements and there can be no assurance that a particular refund claim will be timely paid or paid at all. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

The Section 871(m) Regulations generally apply to Specified N&C Securities issued on or after 1 January 2017. If the terms of an N&C Security are subject to a "significant modification" (as defined for U.S. tax purposes), the N&C Security generally would be treated as retired and reissued on the date of such modification for the purposes of determining, based on economic conditions in effect at that time, whether such N&C Security is a Specified N&C Security. Similarly, if additional N&C Securities of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of N&C Securities out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing N&C Securities are Specified N&C Securities as the date of such subsequent sale or issuance. Consequently, a previously out of scope N&C Security, might be treated as a Specified N&C Security following such modification or further issuance.

In addition, payments on the Specified N&C Securities may be calculated by reference to dividends on underlying U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

The applicable Final Terms will indicate whether the Issuer has determined that N&C Securities are Specified N&C Securities and may specify contact details for obtaining additional information regarding the application of Section 871(m) to such N&C Securities. A non-U.S. holder of Specified N&C Securities should expect to be subject to withholding in respect of any underlying dividend-paying U.S. securities. The Issuer's determination is binding on non-U.S. holders of N&C Securities, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to N&C Securities linked to U.S. securities and their application to a specific issue of N&C Securities may be uncertain.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the N&C Securities.

4. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by foreign financial institutions (foreign passthru payments), (ii) dividend equivalent payments (as described below in "*U.S. Dividend Equivalent Withholding*") and (iii) payments of gross proceeds from the disposition of securities that generate dividend equivalent payments, in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as

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currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the N&C Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the N&C Securities, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments or payments of gross proceeds from the disposition of N&C Securities that generate dividend equivalent payments, such withholding would not apply prior to 1 January 2019 and N&C Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the relevant grandfathering date would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). The grandfathering date for (A) N&C Securities that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) N&C Securities that give rise to a dividend equivalent pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents. If additional N&C Securities (as described under "*Terms and Conditions of the N&C Securities—Further Issues*") that are not distinguishable from such previously issued grandfathered N&C Securities are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all N&C Securities, including the N&C Securities offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the N&C Securities.

Important Notice to Purchasers and Transferees of N&C Securities

IMPORTANT NOTICE TO PURCHASERS AND TRANSFEREES OF N&C SECURITIES

The N&C Securities have not been and will not be registered under the Securities Act or any applicable state securities laws, and trading in the N&C Securities has not been approved by the CFTC under the CEA. No N&C Securities, or interests therein, may at any time be offered, sold, resold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person.

Offers, sales, resales or deliveries of the N&C Securities, or interests therein, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons would constitute a violation of United States securities laws unless made in compliance with the registration requirements of the Securities Act or any applicable state securities laws or pursuant to an exemption therefrom. In addition, in the absence of relief from the CFTC, offers, sales, resales, transfers, pledges or deliveries of the N&C Securities, or interests therein, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons, may constitute a violation of United States law governing commodities trading.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction; and "**U.S. Person**" means (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"), (ii) a person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") (including but not limited to a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA and a person other than a "Non-United States person" as defined in CFTC Rule 4.7(a)(1)(iv) excluding for the purposes of CFTC rule 4.7(a)(1)(iv)(D) the exception for qualified eligible persons who are not "Non-United States persons"), or (iii) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "**U.S. Person**").

Notice to Purchasers and Holders of Restricted N&C Securities and Transfer Restrictions

Each purchaser of the N&C Securities will, by its purchase of the N&C Securities, be deemed to acknowledge, represent and agree as follows:

- (a) that trading in the N&C Securities has not been and will not be approved by the CFTC under the CEA;
- (b) that it will not at any time offer, sell, resell or deliver, directly or indirectly, any N&C Securities so purchased in the United States or to, or for the account or benefit of, any U.S. Person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person;
- (c) that it is not purchasing any N&C Securities for the account or benefit of any U.S. Person;
- (d) that it will not make offers, sales, resales or deliveries of any N&C Securities (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person;
- (e) that it will send each Person who purchases N&C Securities from it a written confirmation (which shall include the definitions of United States and U.S. Person set forth herein) stating that the N&C Securities have not been registered under the Securities Act or any applicable state securities laws, that trading in the N&C Securities has not been approved by the CFTC under the CEA and stating that such purchaser agrees that it will not at any time offer, sell, resell or deliver any of such N&C Securities, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person; and

that no U.S. Person or person in the United States may at any time trade or maintain a position in the N&C Securities.

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SUBSCRIPTION AND SALE

The Dealers have in a Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the "**Programme Agreement**") dated on or about the date of this Base Prospectus agreed with the Issuer a basis upon which the Issuer may from time to time agree to issue N&C Securities. Any such agreement will extend to those matters stated under "*Form of the N&C Securities*" and "*General Terms and Conditions of the N&C Securities*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the issue of N&C Securities under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. The price and amount of N&C Securities to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions. The N&C Securities may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Programme Agreement also provides for N&C Securities to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers. If a Tranche of N&C Securities is syndicated, the details of such syndication will be specified in the applicable Final Terms or, in the case of Exempt N&C Securities, Pricing Supplement.

In connection with the issue of any Tranche of N&C Securities, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms or, in the case of Exempt N&C Securities, Pricing Supplement may over-allot (provided that, in the case of any Tranche of N&C Securities to be admitted to trading on a regulated market in the European Economic Area, the aggregate principal amount of N&C Securities allotted does not exceed 105.00 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the N&C Securities of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of N&C Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of N&C Securities and 60 days after the date of the allotment of the relevant Tranche of N&C Securities.

SELLING RESTRICTIONS

1. United States of America

The N&C Securities 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 (as defined below). Except as otherwise provided, terms used in the preceding sentence have the meanings given to them by Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**").

A U.S. Person means (i) a "U.S. person" as defined in Regulation S under the Securities Act, (ii) a person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") (including but not limited to a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA and a person other than a "Non-United States person" as defined in CFTC Rule 4.7(a)(1)(iv) excluding for the purposes of CFTC Rule 4.7(a)(1)(iv)(D) the exception for qualified persons who are not "Non-United States persons"), or (iii) a "United States person" as defined in the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, in each case, as such definition may be amended, modified or supplemented from time to time (each such person, a "**U.S. Person**").

N&C Securities in bearer form 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 U.S. Persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme Agreement will be required to agree, that except as permitted by the Programme Agreement: (a) it has not offered, sold or delivered N&C Securities and it will not offer, sell or deliver N&C Securities as part of their distribution at any time within the United States or to, or for the account or benefit of U.S. Persons and only in accordance with Rule 903 of Regulation S, and it will have sent to each

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distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases N&C Securities from it or through it a confirmation or notice setting forth the restrictions on offers and sales of the N&C Securities within the United States or to or for the account or benefit of U.S. Persons.

The N&C Securities may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person and may not be legally or beneficially owned at any time by any U.S. Person. Accordingly, N&C Securities may only be offered and sold in offshore transactions outside the United States to persons that are not U.S. Persons pursuant to Regulation S. Any offer, sale, resale, trade, pledge, redemption, transfer or delivery of N&C Securities made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised.

Except as otherwise provided, terms used in this United States sub-section of "*Selling Restrictions*" have the meanings given to them by Regulation S.

In addition, until 40 days after the completion of the distribution of all N&C Securities comprising any Tranche, an offer or sale of N&C Securities 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 Exempt N&C Securities shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance of such N&C Securities, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

2. Prohibition of Sales to EEA Retail Investors

Other than as may be provided in the applicable Issue Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any N&C Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Issue Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"); and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the N&C Securities to be offered so as to enable an investor to decide to purchase or subscribe the N&C Securities.

Where the applicable Issue Terms in respect of any N&C Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of N&C Securities, which are subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto, to the

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public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of N&C Securities to the public in that Relevant Member State:

- (a) if the final terms in relation to the N&C Securities specify that an offer of those N&C Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such N&C Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purposes of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; or
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of N&C Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

- the expression an "**offer of N&C Securities to the public**" in relation to any N&C Securities 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 N&C Securities to be offered so as to enable an investor to decide to purchase or subscribe the N&C Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State;
- the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

3. United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) 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 (financial promotion) of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any N&C Securities in circumstances in which Section 21(1) of the FSMA would not, if it were not an authorised person apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any N&C Securities in, from or otherwise involving the United Kingdom.

4. Ireland

Each Dealer has represented, warranted and agreed that (and each further Dealer appointed under the Programme will be required to represent, warrant and agree that) it has not offered, sold, placed or underwritten and will not offer, sell, place

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or underwrite the N&C Securities, or do anything in Ireland in respect of the N&C Securities, otherwise than in conformity with the provisions of:

- (a) the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland, as amended, and the Prospectus (Directive 2003/71/EC) (Amendment) Regulations 2012 of Ireland;
- (b) the Companies Act 2014 of Ireland, as amended, (the "2014 Act") and any rules issued under section 1363 of the 2014 Act by the Central Bank of Ireland;
- (c) the Central Bank Acts, 1942 to 2015 of Ireland, and any codes of conduct made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended, or any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland, as amended;
- (d) all applicable provisions of Directive 2014/65/EU, as amended, and the relevant implementing measures;
- (e) the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland, as amended, and it will conduct itself in accordance with any applicable rules or codes of conduct or practice and, to the extent relevant, any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland and with the provisions of the Investor Compensation Act 1998 of Ireland (as amended); and
- (f) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 of Ireland, as amended, and any Irish market abuse law as defined in those Regulations or the 2014 Act and any rules made or guidance issued by the Central Bank of Ireland in connection therewith and any rules issued under Section 1370 of the 2014 Act by the Central Bank of Ireland,

and that in connection with offers or sales of the N&C Securities, it has only issued or passed on, and will only issue or pass on, in Ireland, any document received by it in connection with the issue of the N&C Securities to persons who are persons to whom the documents may otherwise lawfully be issued or passed on.

General

The Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuer that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver N&C Securities and that it will not, directly or indirectly, offer, sell or deliver N&C Securities or distribute or publish this document, any prospectus, circular, advertisement or other offering material (including, without limitation, any supplement to this document) in relation to the N&C Securities in or from any country of jurisdiction except under circumstances that will to best of its knowledge and belief result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of N&C Securities by it will be made on the foregoing terms.

Neither the Issuer nor the Dealers represents by virtue of this Base Prospectus that N&C Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

The restrictions on offerings may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will, in the case of Exempt N&C Securities, be set out in the applicable Pricing Supplement, applicable to each Series of N&C Securities or in a supplement to this document.

Disclaimer

As a result of the foregoing restrictions, purchasers of N&C Securities are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such N&C Securities.

Unless otherwise specified in the applicable Issue Terms, no offers, sales, re-sales or deliveries of any N&C Securities, or distribution of any offering material relating to any N&C Securities, may be made in or from any jurisdiction except in

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circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer or the Dealers.

GENERAL INFORMATION

1. Documents Available

So long as N&C Securities are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection, in physical form, during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of the Issuer and at the specified offices of the Paying Agents:

- (i) the articles of association of the Issuer, the special resolution dated 18 December 2009 of the Issuer (the "**Special Resolution**") and the memorandum of the Issuer (which must be read together with the relevant Special Resolution);
- (ii) the (i) audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2017, which appear on pages 163 to 250 (inclusive); (ii) the Risk Review appearing on pages 68 to 149 (inclusive), with the exception of any section which is marked as unaudited, and (iii) the section entitled "Events after the balance sheet date" in the Director's Report on page 62; in each case of the Issuer's Annual Report and Accounts for the year ended 31 December 2017 (available at:
- (iii) the glossary relating to the 2017 financial statements (available at:
- (iv) the (i) audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2016, which appear on pages 173 to 267 (inclusive), (ii) the Risk Review appearing on pages 32 to 128 (inclusive), with the exception of any section which is marked as unaudited, and (iii) the section entitled "Events after the balance sheet date" in the Director's Report on page 161; in each case, of the Issuer's Annual Report and Accounts for the year ended 31 December 2016 (available at:
- (v) the glossary relating to the 2016 financial statements (available at:
- (vi) the unaudited consolidated financial information of the Issuer for the six months ended 30 June 2018, which appears on page 21 of the Quarterly Management Statement of Santander UK Group Holdings plc for the six months ended 30 June 2018 (available at:
- (vii) the most recently published annual report and accounts containing the consolidated and non-consolidated audited annual financial statements and, if published later, the most recently published interim financial results (which are produced on a semi-annual basis) containing interim consolidated and non-consolidated financial statements (if any) and the most recently published and publicly available unaudited quarterly management statement (if any) (which are produced on a quarterly basis) of the Issuer, as the same may be amended from time to time;

- (viii) the Programme Agreement, the Agency Agreement (which contains the forms of Global N&C Securities, N&C Securities in definitive form, Coupons and Talons), the N&C Securities Depository Agreement and the Deed of Covenant;
- (ix) this Base Prospectus;
- (x) any future information memoranda, offering circulars, prospectuses and supplements to this Base Prospectus and any other documents incorporated herein or therein by reference;
- (xi) in the case of each issue of listed N&C Securities subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document); and
- (xii) Final Terms and Pricing Supplements (in the case of Exempt N&C Securities) (save that Pricing Supplements will only be available for inspection by a holder of such N&C Security and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of N&C Securities and identity).

2. Clearance Systems

The N&C Securities in bearer and registered form have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Bearer N&C Securities allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms (or Pricing Supplement in the case of Exempt N&C Securities). If the N&C Securities are to clear through an additional or alternative clearance system the appropriate information will be specified in the applicable Final Terms or Pricing Supplement.

The address of Euroclear is 1 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg. The address of CREST is Euroclear UK & Ireland Limited, 33 Cannon Street, London, EC4M 5SB.

3. Significant or Material Change

There has been no significant change in the financial or trading position of the Issuer since 30 June 2018, being the date of the unaudited condensed consolidated interim financial statements of the Issuer.

There has been no material adverse change in the prospects of the Issuer since 31 December 2017, being the date of its last published audited consolidated annual financial statements.

4. Litigation

There are not 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 had, in the 12 months prior to the date hereof, a significant effect on the financial position or profitability of the Santander UK Group or the Issuer and its subsidiaries.

5. Independent Auditors

In respect of the consolidated annual financial statements of the Issuer incorporated by reference herein for the year ended 31 December 2016 and 2017, the auditors of such financial statements are PricewaterhouseCoopers LLP of 1 Embankment Place, London WC2N 6RH. PricewaterhouseCoopers LLP are members of the Institute of Chartered Accountants in England and Wales.

6. U.S. Tax Legend

N&C Securities in bearer form (other than Immobilised Bearer N&C Securities and Temporary Global N&C Securities) and the relevant Coupons or Talons will bear the following legend where TEFRA D is specified as applicable in the applicable Issue Terms:

"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 Internal Revenue Code."

7. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 (the "**Act**") provides, *inter alia*, that persons who are not parties to a contract governed by the laws of England and Wales may be given enforceable rights under such contract. Unless specifically provided in the applicable Final Terms (or, in the case of Exempt N&C Securities, Pricing Supplement) to the contrary, this Programme expressly excludes the application of the Act to any issue of N&C Securities under the Programme.

8. Post-Issuance Information

Save as set out in the applicable Final Terms (or, in the case of Exempt N&C Securities, Pricing Supplement), the Issuer does not intend to provide any post-issuance information in relation to any issue of N&C Securities.

REGISTERED OFFICE OF THE ISSUER

2 Triton Square
Regent's Place
London NW1 3AN

DEALER

Santander UK plc
trading as Santander Corporate & Investment Banking
2 Triton Square
Regent's Place
London NW1 3AN

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**ISSUING AND PRINCIPAL PAYING
AGENT AND TRANSFER AGENT**

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Canary Wharf
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Germany

PAYING AND TRANSFER AGENT

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BOOK-ENTRY DEPOSITARY/CUSTODIAN

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