

## TERMS AND CONDITIONS OF THE BONDS

*The following (excluding italicised paragraphs) are the terms and conditions of the Bonds which will be endorsed on the Certificates relating to the Bonds:*

The issue of the £600,000,000 zero-coupon equity-linked bonds due 2020 (the “**Bonds**”) was authorised by a resolution of the board of directors of Vodafone Group Plc (the “**Issuer**”) passed on 3 November 2015. The Bonds are constituted by a trust deed dated 26 November 2015 (the “**Trust Deed**”) between the Issuer and The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”, which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the Bondholders. The statements set out in these terms and conditions (the “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the registered certificates (the “**Certificates**”) representing the Bonds. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions applicable to them which are contained in the paying, transfer and conversion agency agreement dated 26 November 2015 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Trustee, HSBC Bank plc as the registrar (the “**Registrar**”), HSBC Bank plc (the “**Principal Paying, Transfer and Conversion Agent**”, which expression shall include any successor as Principal Paying, Transfer and Conversion Agent under the Agency Agreement) and any other Paying, Transfer and Conversion Agents for the time being (such persons, together with the Principal Paying, Transfer and Conversion Agent, being referred to below as, the “**Paying, Transfer and Conversion Agents**”, which expression shall include their successors as Paying, Transfer and Conversion Agents under the Agency Agreement). The Issuer has also entered into a calculation agency agreement dated 26 November 2015 (the “**Calculation Agency Agreement**”) with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement), whereby the Calculation Agent has been appointed to make certain calculations in relation to the Bonds from time to time.

Copies of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement are available for inspection by prior appointment during normal business hours at the registered office for the time being of the Trustee (being at Fifth Floor, 100 Wood Street, London EC2V 7EX), and at the specified offices for the time being of the Paying, Transfer and Conversion Agents.

“**Agents**” means the Principal Paying, Transfer and Conversion Agent, any other Paying, Transfer and Conversion Agents, the Registrar and any other agent or agents appointed from time to time with respect to the Bonds.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

### 1 Form, Denomination, Title and Status

#### (a) *Form and Denomination*

The Bonds are issued in registered form in principal amounts of £100,000 each and integral multiples thereof.

#### (b) *Title*

Title to the Bonds will pass by registration in the register that the Issuer shall procure to be kept by the Registrar outside the United Kingdom in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as otherwise required by law or as ordered by a court of competent jurisdiction, the holder (as defined below) of any Bond shall be deemed to be and may be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate) and no person will be liable for so treating the holder.

(c) *Status*

The Bonds are direct, unconditional and unsecured obligations of the Issuer and rank and will rank *pari passu*, without any preference among themselves, with all other, present and future, outstanding unsecured and unsubordinated obligations of the Issuer (other than obligations preferred by law).

## 2 Definitions

In these Conditions, unless otherwise provided:

**“5 Day VWAP”** means, the arithmetic average of the Volume Weighted Average Prices of the cum entitlement share on the first five Scheduled Trading Days after (a) in relation to a merger or takeover, the first day after the relevant offer is declared effective by the offeror and the relevant threshold of majority of the outstanding share (75% for mandatory offers by law and 50% + 1 in all other cases) is met and (b) in all other cases, the date of the first announcement of the event that leads to the occurrence of a Corporate Event, provided that if there are no such five Scheduled Trading Days prior to the first date (as determined, at any time while there have been no amendments to the ICE Futures Europe Corporate Actions Policy and there are option contracts in relation to the Ordinary Shares traded on ICE Futures Europe, by ICE Futures Europe and, at any time after there has been an amendment to the ICE Futures Europe Corporate Actions Policy or there are no option contracts in relation to the Ordinary Shares traded on ICE Futures Europe) on which the share trades ex entitlement, the Volume Weighted Average Price of the share for any Scheduled Trading Day on or after the first date (as determined, at any time while there have been no amendments to the ICE Futures Europe Corporate Actions Policy and there are option contracts in relation to the Ordinary Shares traded on ICE Futures Europe, by ICE Futures Europe and, at any time after there has been an amendment to the ICE Futures Europe Corporate Actions Policy or there are no option contracts in relation to the Ordinary Shares traded on ICE Futures Europe) on which the share trades ex entitlement will be first increased by the Fair Market Value of the entitlement on such day before it is used in the calculation of the arithmetic average.

**“20 Day VWAP”** means, the arithmetic average of the Volume Weighted Average Prices of the cum entitlement share on the first 20 Scheduled Trading Days after (a) in relation to a merger or takeover, the first day after the relevant offer is declared effective by the offeror and the relevant threshold of majority of the outstanding share (75% for mandatory offers by law and 50% + 1 in all other cases) is met and (b) in all other cases, the date of the first announcement of the event that leads to the occurrence of a Corporate Event, provided that if there are no such 20 Scheduled Trading Days prior to the first date (as determined, at any time while there have been no amendments to the ICE Futures Europe Corporate Actions Policy and there are option contracts in relation to the Ordinary Shares traded on ICE Futures Europe, by ICE Futures Europe and, at any time after there has been an amendment to the ICE Futures Europe Corporate Actions Policy or there are no option contracts in relation to the Ordinary Shares traded on ICE Futures Europe) on which the share trades ex entitlement, the Volume Weighted Average Price of the share for any Scheduled Trading Day on or after the first date (as determined, at any time while there have been no amendments to the ICE Futures Europe Corporate Actions Policy and there are option contracts in relation to the Ordinary Shares traded on ICE Futures Europe, by ICE Futures Europe and, at any time after there has been an amendment to the ICE Futures Europe Corporate Actions Policy or there are no option contracts in relation to the Ordinary Shares traded on ICE Futures Europe) on which the share trades ex entitlement will be first increased by the Fair Market Value of the entitlement on such day before it is used in the calculation of the arithmetic average.

**“Additional Amounts”** has the meaning given to it in Condition 10.

**“Averaging Date”** has the meaning given to it in Condition 4(d).

**“Bondholder”** and **“holder”** means the person in whose name a Bond is registered.

**“Bond Market Price”** means, in respect of any Scheduled Trading Day, the market price per £100,000 principal amount of the Bonds, being the Bloomberg Generic Price (setting “Last Price”, or any successor

setting) per £100,000 principal amount of the Bonds as derived from Bloomberg page: XS1325649140 Corp HP as at the close of business on such Scheduled Trading Day, as determined by the Calculation Agent (or, if such Bloomberg page is not available on such day, as derived by the Calculation Agent from any substitute Bloomberg page or from any successor to Bloomberg, if any, or in any case, as derived from any other public source providing substantially similar data to such Bloomberg page as an Independent Adviser shall consider appropriate, or failing such source from such other source displaying trading prices in respect of the Bonds provided by leading institutions as an Independent Adviser shall consider appropriate); provided that if, in the opinion of the Issuer, the relevant quotation of the Bloomberg Generic Price or, as the case may be, the quotation on any successor page or service or other public source is materially different from the reality of traded prices, an Independent Adviser will determine the Bond Market Price in such other commercially reasonable manner as the Issuer and such an Independent Adviser may agree (or, in the absence of agreement, in such manner as may be determined by the Independent Adviser).

“**business day**” means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place.

“**Calculation Period**” has the meaning given to it in Condition 4(d)(i).

“**Cash Amount**” has the meaning given to it in Condition 4(d)(i).

“**Cash Dividend**” has the meaning given to it in Condition 5(a)(iv).

“**Change in Law**” means that, as determined by the Issuer, on or after the issue of the Bonds (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 Issuer or a Hedging Counterparty determines in good faith that (X) it has become illegal to hold, acquire or dispose of Ordinary Shares, or (Y) it will incur a materially increased cost in performing its obligations under, in the case of the Issuer, the Bonds or a Hedge Position or, in the case of a Hedging Counterparty, a Hedge Position (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position); provided that, where the Change in Law relates to the Hedge Position, a notice determining an early termination date for the Hedge Position as a result of the Change in Law has been given.

“**Closing Date**” means 26 November 2015.

“**Closing Price**” means, in respect of an Ordinary Share or any Security, option, warrant or other right or asset, on any day, the closing price on such day of an Ordinary Share or, as the case may be, such Security, option, warrant or other right or asset as published by or derived from (a) in the case of an Original Ordinary Share where the London Stock Exchange constitutes the Relevant Exchange in respect thereof, Bloomberg page VOD LN Equity HP) (using the setting labelled “Last Price” or any equivalent successor label to this setting) or (b) in the case of an Original Ordinary Share where the London Stock Exchange no longer constitutes the Relevant Exchange in respect thereof, or, as the case may be, any other Ordinary Share, Security, option, warrant or other right or asset, the equivalent Bloomberg page and setting in respect of the Relevant Stock Exchange for such Original Ordinary Share, or, as the case may be, such other Ordinary Share, Security, option, warrant or other right or asset (all as determined by the Calculation Agent), if any or, in any such case, such other source as shall be determined to be appropriate by an Independent Adviser on such day; provided that, if on any such day such price is not available or cannot otherwise be determined as provided above, the Closing Price an Ordinary Share, Security, option, warrant or other right or asset, as the case may be, in respect of such day shall be the Closing Price, determined as provided above, on the immediately preceding day on which the same can be so determined as aforesaid or, if such price cannot be so determined, as determined in good faith by an Independent Adviser.

“**Companies Act**” means the Companies Act 2006 of the United Kingdom.

“**Conversion Date**” has the meaning provided in Condition 4(b).

“**Conversion Notice**” has the meaning given to it in Condition 4(b).

“**Conversion Period**” has the meaning given to it in Condition 4(a)(ii).

“**Conversion Premium**” means 30.0 per cent.

“**Conversion Price**” per Ordinary Share is initially equal to the Share Reference Price multiplied by the sum of one plus the Conversion Premium expressed as a decimal (rounded to four decimal places, with 0.00005 being rounded upwards). The Conversion Price will be adjusted from time to time in accordance with these Conditions.

“**Conversion Ratio**” means, on any day, the result (rounded to five decimal places with 0.000005 being rounded upwards) of the division of £100,000 principal amount of the Bonds by the Conversion Price in effect on such day.

“**Conversion Right**” has the meaning given to it in Condition 4(a)(i).

“**Daily Cash Amount**”, or “**DCA**”, has the meaning given to it in Condition 4(d)(i).

“**Delisting**” means that, as determined by the Calculation Agent, the Relevant Stock Exchange announces that pursuant to the rules of such Relevant Stock Exchange, the Ordinary Shares cease (or will cease) to be listed, traded or publicly quoted on the Relevant Stock Exchange for any reason (other than by reason of a merger or takeover (as contemplated by the ICE Futures Europe Corporate Actions Policy) and are not, within seven calendar days, re-listed, re-traded or re-quoted on a stock exchange or securities market located in the United States, Hong Kong, Singapore, any member state of the European Union or any other OECD member state).

“**Dividend**” has the meaning given to it in Condition 5(a)(iv).

“**Dividend Threshold**” has the meaning given to it in Condition 5(a)(iv).

“**Early Redemption Amount**” means, in respect of each £100,000 principal amount of the Bonds, the higher of (i) £100,000; and (ii) the value per Bond of such principal amount on the Relevant Announcement Date as determined by an Independent Adviser in good faith using a volatility of the Ordinary Shares of 33 per cent. and also taking into account, *inter alia*, (i) the 20 Day VWAP of the Ordinary Share, provided that if a 20 Day VWAP cannot be determined due to prices being available for a shorter period of time only, a price determined based on the definition of 20 Day VWAP but construing references to 20 Scheduled Trading Days as references to such shorter period of time for which prices are available and further provided that if no such prices are available, the Share Price on the Relevant Announcement Date shall be taken into account, (ii) the yield to maturity of the senior unsecured bonds of the Issuer with a similar final maturity date to the Bonds and (iii) any other market parameter the Independent Adviser deems in good faith to be relevant for the valuation of the Bonds on the Relevant Announcement Date.

“**Early Redemption Date**” means the 30<sup>th</sup> London business day following the Relevant Announcement Date.

“**Extraordinary Resolution**” has the meaning given to it in the Trust Deed.

“**Event of Default**” has the meaning given to it in Condition 11.

“**Fair Market Value**” means, with respect to any property on any date:

- (i) in the case of a Cash Dividend, the amount of such Cash Dividend;
- (ii) in the case of any other cash amount, the amount of such cash;
- (iii) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or Independent Adviser), the arithmetic mean of (a) in the case of Ordinary Shares or (to the extent constituting equity share capital) Spin-Off

Securities, the daily Volume Weighted Average Prices of such Ordinary Shares or (to the extent constituting equity share capital) Spin-Off Securities and (b) in the case of other Securities (other than Ordinary Shares or (to the extent constituting equity share capital) Spin-Off Securities), options, warrants or other rights or assets, the daily Closing Price of such Securities, options, warrants or other rights or assets, in the case of both (a) and (b) during the period of five Scheduled Trading Days on the Relevant Stock Exchange for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such date (or, if later, the first such Scheduled Trading Day on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded;

- (iv) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid), the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as determined by an Independent Adviser on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof.

Such amounts shall (A) in the case of (i) above, be translated into the Relevant Currency, if declared or paid or payable in a currency other than the Relevant Currency (and if the relevant dividend is payable at the option of the Issuer or a Shareholder in any currency additional to the Relevant Currency, the relevant dividend shall be treated as payable in the Relevant Currency), at the rate of exchange (if any) used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Relevant Currency; and (B) in any other case, be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date. In addition, in the case of (i) and (ii) above, the Fair Market Value shall be determined on the basis of the actual cash amount receivable by a bank or financial institution resident for tax purposes in the United Kingdom.

**“Final Maturity Date”** means 26 November 2020.

**“Hedging Counterparty”** means a counterparty to a Hedge Position.

**“Hedge Position”** means a transaction or asset the Issuer deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Bonds or with respect to an option contract under which the Issuer seeks to hedge its equity price risk relating to the Bonds.

**“ICE Futures Europe”** means ICE Futures Europe or its successor or any substitute exchange to which trading in option contracts relating to the Ordinary Shares has temporarily or permanently relocated, as determined by the Calculation Agent.

**“ICE Futures Europe Corporate Actions Policy”** means the standard corporate actions policy of ICE Futures Europe, in effect at the Closing Date.

**“Independent Adviser”** means an independent adviser, which may be the initial Calculation Agent, appointed by the Issuer at its own expense and (other than where the initial Calculation Agent is appointed in such Independent Adviser capacity) approved in writing by the Trustee or, if the Issuer fails to make such appointment and such failure continues for a reasonable period (as determined by the Trustee in its sole discretion) and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against the liabilities, costs, fees and expenses of such adviser and otherwise in connection with such appointment, appointed by the Trustee (without liability for so doing) following notification thereof to the Issuer.

“**London Stock Exchange**” means the London Stock Exchange plc.

“**Nationalisation**” means that, as determined by the Calculation Agent, all the Ordinary Shares or all or substantially all the assets of the Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Non Cash Dividend**” has the meaning given to it in Condition 5(a).

“**Optional Redemption Date**” has the meaning given to it in Condition 8(b).

“**Optional Redemption Notice**” has the meaning given to it in Condition 8(b).

“**Ordinary Share**” means initially one fully paid ordinary shares in the capital of the Issuer (the “**Original Ordinary Share**”) with, on the Closing Date, a par value of US\$0.20 20/21 and, following any adjustment made by ICE Futures Europe following a corporate event (other than an event which is a Cash Dividend or Non Cash Dividend) in accordance with the Package Method (as defined in Condition 5(b)), the package of Securities determined by ICE Futures Europe (or, if no relevant option contracts are traded on ICE Futures Europe, by an Independent Adviser in accordance with these Conditions following a corporate action (other than an event which is a Cash Dividend or Non Cash Dividend)) to become (or, where an Independent Adviser makes the determination, that would reasonably have been expected to become, if there were relevant option contracts traded on ICE Futures Europe or if the ICE Futures Europe Corporate Actions Policy had not been amended) the underlying shares for the purposes of option contracts in relation to which the Original Ordinary Shares were the underlying shares on the Closing Date in the place of one Ordinary Share.

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

“**Prevailing Rate**” means (in each case as determined by the Calculation Agent), in respect of a pair of currencies on any day, the spot rate or rate of exchange derived from the final spot rates in respect of each currency against the euro (between each relevant currency and the euro, where neither currency is the euro) as published by the European Central Bank for such pair of currencies in respect of that day.

If such a rate cannot be determined at such time as aforesaid, the Prevailing Rate shall be determined *mutatis mutandis* but with respect to the immediately preceding day on which such rate can be so determined, all as determined by the Calculation Agent, or if such rate cannot be so determined by reference to the Relevant Page, the rate determined in such other manner as an Independent Adviser shall deem in good faith appropriate.

“**Relevant Announcement Date**” means (i) in respect of an early redemption of the Bonds pursuant to Condition 8(c) the date of announcement of a termination of any option contract in respect of the Ordinary Shares traded on ICE Future Europe, (ii) in respect of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iii) in respect of a Change in Law, the day on which the Issuer determines that a Change in Law has occurred and (iv) in the case of a Delisting, the date of the first public announcement by the Relevant Stock Exchange that the Ordinary Shares will cease to be listed, traded or publicly quoted, whichever is earlier. If such announcement is made after the actual closing time of the Relevant Stock Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, the Relevant Announcement Date shall be deemed to be the next following Scheduled Trading Date.

“**Relevant Conversion Ratio**” means, in respect of any day, the result (rounded to five decimal places with 0.000005 being rounded upwards) of the division of the aggregate principal amount of Bonds in respect of which the relevant Bondholder shall have exercised Conversion Rights by the Conversion Price in effect on such day, as determined by the Calculation Agent.

**“Relevant Currency”** means sterling or, if at the relevant time or for the purposes of the relevant calculation or determination, sterling is no longer the currency in which the Ordinary Share are quoted or dealt in on the Relevant Stock Exchange, the currency in which the Ordinary Shares are quoted or dealt in on the Relevant Stock Exchange at such time.

**“Relevant Date”** means, in respect of any relevant payment on any Bond, 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, Transfer and Conversion Agent or the Trustee 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 given to the Bondholders in accordance with Condition 18.

**“Relevant Jurisdiction”** means the Issuer’s jurisdiction of incorporation.

**“Relevant Page”** means the relevant page on Bloomberg or such other information service provider that for the time being displays the relevant information.

**“Relevant Period”** has the meaning given to it by Condition 5(a)(iv).

**“Relevant Stock Exchange”** means (i) in the case of the Original Ordinary Shares, the London Stock Exchange or, if at the relevant time the Original Ordinary Shares are not at that time listed and admitted to trading on the London Stock Exchange, the principal stock exchange or securities market on which the Original Ordinary Shares are then listed, admitted to trading or quoted or dealt in and (ii) in the case of any other Securities, the principal stock exchange or securities market on which such Securities are then listed, admitted to trading or quoted or dealt in.

**“Scheduled Trading Day”** means any day on which the Relevant Stock Exchange and ICE Futures Europe are both scheduled to be open for trading for their respective regular trading sessions.

**“Securities”** or **“Security”** means any securities including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer.

**“Settlement Date”** means, in respect of a Conversion Date, the second London business day following the last Averaging Date relating to such Conversion Date.

**“Settlement Cycle”** means the period of trading days following a trade in the Ordinary Shares on the Relevant Stock Exchange in which settlement will customarily occur according to the rules of the Relevant Stock Exchange.

**“Share Price”** means the Volume Weighted Average Price of an Ordinary Share on the relevant Scheduled Trading Day.

**“Share Reference Price”** means the simple arithmetic average of the daily Share Prices on each of the 10 Scheduled Trading Days commencing on and including 20 November 2015, as determined by the Calculation Agent and notified by the Issuer to the Bondholders as soon as practicable (and in any event within five London business days) following determination (such notice shall be given in accordance with Condition 18 and shall specify the Share Reference Price, the resulting Conversion Price, the initial Conversion Ratio based on that Conversion Price and the Dividend Threshold for the purposes of Condition 5(a)(iv)).

**“Shareholders”** means the holders of Ordinary Shares.

**“Spin-Off”** has the meaning given to it in Condition 5(a)(iv).

**“Spin-Off Securities”** has the meaning provided by condition 5(a)(iv).

**“Subsidiary”** has the meaning provided in Section 1159 of the Companies Act.

**“Tax Redemption Date”** has the meaning given to it in Condition 8(b)(ii).

“**Tax Redemption Notice**” has the meaning given to it in Condition 8(b)(ii).

“**UK Listing Authority**” means the Financial Conduct Authority acting under Part VI of the Financial Services and Markets Act 2000.

“**Volume Weighted Average Price**” means, in respect of an Ordinary Share or Security on any Scheduled Trading Day, the volume-weighted average price of an Ordinary Share or Security published by or derived (in the case of an Original Ordinary Share where the London Stock Exchange constitutes the Relevant Stock Exchange in respect thereof) from the Relevant Page: VOD LN Equity HP (setting weighted average) or (in the case of a Security (other than Original Ordinary Shares where the London Stock Exchange constitutes the Relevant Stock Exchange in respect thereof), options, warrants or other rights or assets) from the equivalent Bloomberg page for such Securities, options, warrants or other rights or assets in respect of the Relevant Stock Exchange in respect thereof, if any or, in case there is no such Bloomberg page, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such Scheduled Trading Day, in each case, as determined by the Calculation Agent, provided that if on any such Scheduled Trading Day (the “**Affected Scheduled Trading Day**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security, option, warrant or other right or asset, as the case may be, in respect of such Scheduled Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately succeeding Scheduled Trading Day on which the same can be so determined, and further provided that if the Volume Weighted Average Price cannot be so determined on each of the five Scheduled Trading Days immediately succeeding the Affected Scheduled Trading Day, an Independent Adviser shall determine the Volume Weighted Average Price in good faith.

“**£**” and “**sterling**” means the lawful currency for the time being of the United Kingdom.

References to “**ordinary share capital**” have the meaning provided in Section 1119 of the Corporation Tax Act 2010 and “**equity share capital**” have the meaning provided in Section 548 of the Companies Act.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Shareholders “**as a class**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders, other than Shareholders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

Any determination by the Calculation Agent or an Independent Adviser appointed by the Issuer or, as the case may be, the Trustee in any of the circumstances contemplated in these Conditions shall (save in the case of a manifest error) be final and binding on the Issuer, the Trustee and the Bondholders.

References in these Conditions to listing on the London Stock Exchange (or like or similar references) shall be construed as admission to the Official List of the UK Listing Authority and admission to trading on the EEA Regulated Market of the London Stock Exchange and references to “**EEA Regulated Market**” means a market as defined by Article 4.1 (14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments.

### 3 Interest

The Bonds do not bear interest.



## 4 Conversion of Bonds

### (a) Conversion Period and Conversion Price

(i) The Issuer grants to each Bondholder the right (the “**Conversion Right**”) exercisable at any time during any Conversion Period to require the Bond(s) held by it to be purchased in accordance with the provisions of Condition 4(c).

(ii) Conversion Period

“**Conversion Period**” means each of:

(A) the period from and including 16 July 2020 to and including the Scheduled Trading Day immediately preceding the 28<sup>th</sup> Scheduled Trading Day before the Final Maturity Date (subject to any earlier expiry of the Conversion Period in any of the circumstances described in (B) below); or

(B) any of the following periods occurring after 6 January 2016 and prior to and excluding 28<sup>th</sup> Scheduled Trading Date before the Final Maturity Date:

(I) if the Issuer declares the Bonds due for early redemption pursuant to Condition 8(b)(i) the period from and including the date on which the Optional Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Optional Redemption Date;

(II) if any Event of Default occurs and is continuing, the period from and including the date on which such Event of Default occurs to but excluding the date (if any) which the relevant Bonds are declared due and payable pursuant to Condition 11 or, if earlier, the date the relevant Event of Default ceases to be continuing;

(III) if the Bonds are to be redeemed pursuant to Condition 7 or 8(c), the period from and including the Relevant Announcement Date up to and including the eighth Scheduled Trading Day preceding the Early Redemption Date; and

(IV) if a Parity Event occurs, the period of 10 consecutive Scheduled Trading Days commencing on and including the first Scheduled Trading Day following the last day of the relevant Reference Period; provided that, if for any period of 10 consecutive Scheduled Trading Days as aforesaid no such price is available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price (a “**Bond Price Unavailability Period**”), then an Independent Adviser shall, not later than the Bond Price Determination Date, determine in good faith the market price per £100,000 principal amount of the Bonds as at the Bond Price Determination Date and if, as at the Bond Price Determination Date, the price per £100,000 principal amount of the Bonds, as determined by the Calculation Agent (as the case may be, on the basis of determination by an Independent Adviser as aforesaid), is less than the Adjusted Parity Value, then Bondholders will be entitled to exercise Conversion Rights during a period of 30 Scheduled Trading Days following the later of the Bond Price Determination Date and the giving of notice by the Issuer to Bondholders as provided below.

The Calculation Agent shall act solely upon request from and as agent of the Issuer and the Calculation Agent or, as the case may be, any Independent Adviser appointed by the Issuer in accordance with these Conditions, will not assume any obligations towards or relationship of agency or trust with, and they shall not be liable and shall incur no liability as against, the Bondholders.

(V) In these Conditions:

“**Adjusted Parity Value**” means, in respect of any Scheduled Trading Day, 97 per cent. of the Parity Value in effect on each such Scheduled Trading Day;

“**Bond Price Determination Date**” means the fifth Scheduled Trading Day following the end of any Bond Price Unavailability Period;

A “**Parity Event**” shall occur in relation to each Reference Period during which on each Scheduled Trading Day of such Reference Period both (i) the Bond Market Price per £100,000 principal amount of the Bonds on such Scheduled Trading Day, as determined by the Calculation Agent, is less than the Adjusted Parity Value in effect on each such Scheduled Trading Day and (ii) the Parity Value is less than £100,000;

“**Parity Value**” means, in respect of any Scheduled Trading Day, the product of the Share Price on such Scheduled Trading Day and the Conversion Ratio on such Scheduled Trading Day, as determined by the Calculation Agent; and

“**Reference Period**” means each period of 10 consecutive Scheduled Trading Days.

(VI) The Issuer shall as soon as reasonably practicable following such determination give notice to Bondholders of any determination provided to the Issuer by the Calculation Agent as provided in Condition 4(a)(ii)(B)(V). Such notice shall specify the market price per £100,000 principal amount of the Bonds, as determined by the Calculation Agent (or, as the case may be, an Independent Adviser), as at the relevant Bond Price Determination Date and the Adjusted Parity Value as at the relevant Bond Price Determination Date. The Issuer shall as soon as reasonably practicable, and in any event within five London business days of the relevant event, give notice to Bondholders if an event described in Condition 4(a)(ii)(B)(II) has occurred.

(iii) Conversion Rights may not be exercised in respect of any Bond following the giving of notice by the Trustee that such Bond is immediately due and payable pursuant to Condition 11.

(b) *Procedure for Exercise of Conversion Rights*

Conversion Rights may be exercised by a Bondholder during the Conversion Period by delivering the Certificate representing the relevant Bond to the specified office of any Paying, Transfer and Conversion Agent, during its usual business hours, accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from any Paying, Transfer and Conversion Agent. Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying, Transfer and Conversion Agent to whom the relevant Conversion Notice is delivered is located.

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

Any determination as to whether a Conversion Notice has been duly completed and properly delivered shall be made by the relevant Paying, Transfer and Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Paying, Transfer and Conversion Agents, the Registrar and the relevant Bondholder.

A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Bond (the “**Conversion Date**”) shall be the business day in London immediately following the date of the delivery of the relevant Certificate and the Conversion Notice as provided in this Condition 4(b).

A Bondholder must pay all, if any, taxes or duties imposed on it and arising by reference to any disposal or deemed disposal of a Bond or interest therein in connection with the exercise of Conversion Rights by it.

(c) *Purchase of the converted Bond(s) by the Issuer*

Upon the valid exercise of Conversion Rights by a Bondholder, the Issuer will purchase the relevant Bond(s) at the Cash Amount calculated in accordance with Condition 4(d).

All Bonds purchased by or on behalf of the Issuer may be cancelled or, at the Issuer’s option, may be held, resold or reissued.

(d) *Cash Amount*

(i) Upon any exercise of Conversion Rights with respect to one or more Bonds, the Issuer shall pay, as consideration for purchasing the relevant Bonds, the Cash Amount to the converting Bondholder on the relevant Settlement Date, subject to the provisions of Condition 4(d)(ii).

In these Conditions:

“**Averaging Date**” means, subject to an adjustment for Disrupted Days pursuant to Condition 6, each Scheduled Trading Day within the Calculation Period;

“**Calculation Period**” means the period of 20 consecutive Scheduled Trading Days commencing on (and including) the sixth Scheduled Trading Day immediately following the relevant Conversion Date, and

“**Cash Amount**” means, the sum (rounded to two decimal places with £0.005 being rounded upwards) of the Daily Cash Amounts calculated in respect of each Averaging Date, where “**Daily Cash Amount**” or “**DCA**” means, in respect of an Averaging Date (n), an amount in sterling calculated by the Calculation Agent in accordance with the following formula:

$$DCA = \frac{1}{N} \times RCR_n \times P_n$$

Where:

N = 20;

P<sub>n</sub> = the Share Price on the nth Averaging Date; and

RCR<sub>n</sub> = the Relevant Conversion Ratio in effect on the nth Averaging Date.

(ii) If following the valid exercise by a Bondholder of its Conversion Right and prior to the relevant Settlement Date an event occurs as a result of which the relevant Bonds would otherwise fall to be redeemed in accordance with Condition 7 or 8(c) had the Bondholder not exercised its Conversion Right in respect of them, the Issuer shall pay, as consideration for purchasing the Bonds, the Early Redemption Amount (and not the Cash Amount) on the Early Redemption Date.

(e) *Purchase or Redemption of Ordinary Shares*

The Issuer or any of its Subsidiaries may exercise such rights as it may from time to time enjoy to purchase, hold, redeem or buy back any shares or other Securities of the Issuer (including

Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Bondholders.

(f) *No Duty to Monitor*

Neither the Calculation Agent nor the Trustee shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and neither will be responsible or liable to the Bondholders for any loss arising from any failure by it to do so. Nor shall the Trustee be responsible or liable to any person for any determination of whether or not an adjustment to the Conversion Price is required or should be made, nor as to the determination or calculation of any such adjustment.

(g) *Share Option Schemes, Dividend Reinvestment Plans*

No adjustment will be made to the Conversion Price where Ordinary Shares or other Securities are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the issuer of the Ordinary Shares or any of its Subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option scheme or pursuant to any dividend reinvestment plan or similar plan or scheme.

## **5 Adjustment of Conversion Price**

(a) The Calculation Agent will adjust the Conversion Price as follows:

(i) ICE Futures Europe Corporate Actions Policy:

(A) If option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe and, at any time while there have been no amendments to the ICE Futures Europe Corporate Actions Policy, ICE Futures Europe adjusts such option contracts, or, at any time after there has been an amendment to the ICE Futures Europe Corporate Actions Policy, the Calculation Agent or an Independent Adviser determines that it would reasonably have been expected that ICE Futures Europe would have adjusted such option contracts pursuant to the ICE Futures Europe Corporate Actions Policy (without any amendment) if the ICE Futures Europe Corporate Actions Policy had not been amended, in light of any corporate actions and/or capital adjustments of the kind specified in Condition 5(b), the Calculation Agent shall with effect as of the same date, adjust the Conversion Price as provided in Condition 5(b)(iv); provided that in relation to Cash Dividends and Non Cash Dividends (each as defined below) the Calculation Agent shall make the adjustments as set out in Condition 5(a)(ii) instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy and further provided that in relation to Delisting and Nationalisation, the Bonds will be redeemed in accordance with Condition 7 below instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy.

If no option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe, (i) if the Calculation Agent determines in its sole discretion it is capable of making such adjustment in its capacity as Calculation Agent, the Calculation Agent and (ii) in any other case, an Independent Adviser, shall make the adjustments to the Conversion Price in light of any corporate actions and/or capital adjustments of the kind specified in Condition 5(b) (other than in relation to the distribution to Shareholders of a

Cash Dividend or a Non Cash Dividend, in respect of which the Calculation Agent shall make the adjustments set out in Condition 5(a)(ii) and other than in relation to Delisting and Nationalisation upon which the Bonds will be redeemed in accordance with Condition 7 below instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy) in analogous application of the ICE Futures Europe Corporate Actions Policy with the modifications provided in Condition 5(b)(iv).

- (B) Following any adjustment contemplated by this Condition 5(a)(i)(A), the Issuer may determine, subject to the requirements that (i) it considers an amendment reasonably necessary and (ii) no amendment may be made which would, in the Trustee’s opinion, impose more onerous obligations on it without its consent, what amendments (if any) to these Conditions, the Trust Deed and any other relevant documents are appropriate in order to give effect to the adjustment. Upon any such determination being made (upon which determination the Trustee shall rely absolutely) and notified to the Trustee, the Issuer and the Trustee shall, pursuant to the terms of the Trust Deed and without the consent of the Bondholders, effect any necessary consequential changes to these Conditions and the Trust Deed and any other relevant documents on the basis that such amendment is of a technical nature.

*See Condition 5(b) below for a summary of certain aspects of the ICE Futures Europe Corporate Action Policy.*

- (ii) Cash/Non-Cash Dividends:

If, prior to the Final Maturity Date (A) an Ex-Date in respect of any Cash Dividend (a “**Relevant Cash Dividend**”) falls in a Relevant Period or (B) no Ex-Date in respect of a Cash Dividend falls in a Relevant Period, the Calculation Agent shall calculate the adjustment to the Conversion Price in accordance with the following formula (instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy):

$$X_n = X_o \times R$$

Where:

- $X_n$  = the adjusted Conversion Price;
- $X_o$  = the Conversion Price on the Relevant Record Date;
- $R$  =  $(S_{prev} - D) / (S_{prev} - T)$ ;
- $S_{prev}$  = the Closing Price of an Ordinary Share on the Relevant Record Date multiplied by the Conversion Ratio in effect on the Relevant Record Date;
- $D$  = (in the case of (A) above) the Fair Market Value of the Relevant Cash Dividend on a per Bond basis (being the Fair Market Value of the Relevant Cash Dividend on a per Ordinary Share basis multiplied by the Conversion Ratio in effect on the Relevant Record Date) and (in the case of (B) above) zero; and
- $T$  = the applicable Dividend Threshold.

For the avoidance of doubt, if no Ex-Date falls in a Relevant Period or the Fair Market Value of the Relevant Cash Dividend paid or made on a per Bond basis is less than the applicable Dividend Threshold, the Conversion Price will be adjusted upwards. If the Fair Market Value of any such Relevant Cash Dividend on a per Bond basis exceeds the applicable Dividend Threshold, the Conversion Price will be adjusted downwards.

If an Ex-Date in respect of a Non Cash Dividend (a “**Relevant Non Cash Dividend**”) falls in a Relevant Period prior to the Final Maturity Date, the Calculation Agent shall calculate the adjustment to the Conversion Price in accordance with the following formula (instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy):

$$X_n = X_o \times R$$

Where:

- $X_n$  = the adjusted Conversion Price;
- $X_o$  = the Conversion Price on the Relevant Record Date;
- $R$  =  $(S_{prev} - D) / (S_{prev})$ ;
- $S_{prev}$  = the Closing Price of an Ordinary Share on the Relevant Record Date; and
- $D$  = the Fair Market Value of the Relevant Non Cash Dividend on a per Ordinary Share basis.

(iii) For the purposes of Condition 5(a)(ii), (a) any adjustment to the Conversion Price shall take effect on the Relevant Adjustment Date and (b) Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value” in Condition 2) be determined as at the Relevant Adjustment Date.

(iv) Definitions:

“**Cash Dividend**” means (i) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “**Spin-Off**” and (ii) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) or (c) of the definition of “**Dividend**”.

“**Dividend**” means any dividend or distribution to Shareholders (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to holders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves); *provided that*:

(a) where:

- (1) a dividend in cash is announced which may at the election of a Shareholder or Shareholders be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or where an issue of Ordinary Shares to Shareholders by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve) is announced which may at the election of a Shareholder or Shareholders be satisfied by the payment of cash, then the dividend or capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the first date on which the Ordinary Shares are traded ex- the relevant dividend or capitalisation on the Relevant Stock Exchange; or
- (2) there shall be any issue of Ordinary Shares to Shareholders by way of capitalisation of profits or reserves (including any share premium account or

capital redemption reserve) where such issue is or is expressed to be in lieu of a dividend (whether or not a cash dividend equivalent or amount is announced) or a dividend in cash that is to be satisfied by the issue or delivery of Ordinary Shares or other property or assets, the capitalisation or dividend in question shall be treated as a Cash Dividend of an amount equal to the Volume Weighted Average Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets as at the first date on which the Ordinary Shares are traded ex- the relevant capitalisation or, as the case may be, ex- the relevant dividend on the Relevant Stock Exchange or, if later, the Dividend Determination Date, save that where a dividend in cash is announced which is to be satisfied by the issue or delivery of Ordinary Shares where the number of Ordinary Shares to be issued or delivered is to be determined during a period following such announcement and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the Ordinary Shares, without factoring in any discount to such price or benchmark, then such dividend shall be treated as a Cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as such cash amount is determined as aforesaid;

- (b) where a dividend or distribution is paid or made to Shareholders pursuant to any plan implemented by the Issuer for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the Ordinary Shares held by them from a person other than (or in addition to) the Issuer, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to Shareholders by the Issuer, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly;
- (c) where a dividend in cash is declared which provides for payment to Shareholders in the Relevant Currency, whether at the option of Shareholders or otherwise, it shall be treated as a Cash Dividend in the amount of such Relevant Currency and in any other case it shall be treated as a Cash Dividend in the amount and in the currency in which it is payable to the Shareholders;
- (d) a dividend or distribution that is a Spin-Off shall be deemed to be a Non Cash Dividend, and

any such determination shall be made on the basis of the actual cash amount receivable by a bank or financial institution resident for tax purposes in the United Kingdom.

**“Dividend Determination Date”** means for the purposes of the definition of “Dividend” the date on which the number of Ordinary Shares or, as the case may be, amount of other property or assets, which may be issued or delivered is, or is capable of being, determined, and where determined by reference to prices or values or the like on or during a particular day or during a particular period, the Dividend Determination Date shall be deemed to be such day or the last day of such period, as the case may be.

**“Dividend Threshold”** means in respect of each Relevant Period specified in the table below (each, a **“Relevant Period”**) the amount, on a per Bond basis, determined by the Calculation Agent in the manner specified below and notified to Bondholders by the Issuer in the notice referred to in the definition of Share Reference Price (with reference to the **“initial Conversion Ratio”** meaning reference to the Conversion Ratio specified in such notice). If no Ex-Date has occurred in a Relevant Period, for the purposes of the Relevant Adjustment Date falling on the first Scheduled Trading Day of the following Relevant Period, the Dividend Threshold shall be

deemed to be the Dividend Threshold in respect of such Relevant Period in which no Ex-Date occurred, and (b) if more than one Ex-Date occurs in a Relevant Period, the Dividend Threshold set out in the table below shall apply to the first such Ex-Date to occur and the Dividend Threshold in respect of any subsequent Ex-Date occurring in such Relevant Period shall be zero.

<b>Relevant Period</b>	<b>Dividend Threshold (£)</b> <i>(per Bond basis)</i>
26 November 2015 to 1 March 2016	0
2 March 2016 to 15 July 2016	(£0.08 x initial Conversion Ratio)
16 July 2016 to 1 March 2017	(£0.04 x initial Conversion Ratio)
2 March 2017 to 15 July 2017	(£0.08 x initial Conversion Ratio)
16 July 2017 to 1 March 2018	(£0.04 x initial Conversion Ratio)
2 March 2018 to 15 July 2018	(£0.08 x initial Conversion Ratio)
16 July 2018 to 1 March 2019	(£0.04 x initial Conversion Ratio)
2 March 2019 to 15 July 2019	(£0.08 x initial Conversion Ratio)
16 July 2019 to 1 March 2020	(£0.04 x initial Conversion Ratio)
2 March 2020 to 15 July 2020	(£0.08 x initial Conversion Ratio)
16 July 2020 to Final Maturity Date	0

“**Ex-Date**” means the first Scheduled Trading Day on which the Ordinary Shares are traded ex-the relevant Cash Dividend or Non Cash Dividend, as the case may be, on the Relevant Stock Exchange.

“**Non Cash Dividend**” means a Dividend which is not a Cash Dividend and shall include a Spin-Off.

“**Relevant Adjustment Date**” means, (i) where a Cash Dividend is paid that results in an adjustment to the Conversion Price pursuant to Condition 5(a)(ii), the Ex-Date in respect of the Relevant Cash Dividend or, in case no Ex-Date falls in a Relevant Period, the first Scheduled Trading Day following the end of such Relevant Period and (ii) where a Non Cash Dividend is made that results in an adjustment to the Conversion Price pursuant to Condition 5(a)(ii), the Ex-Date in respect of the Relevant Non Cash Dividend.

“**Relevant Record Date**” means the Scheduled Trading Day which immediately precedes the Relevant Adjustment Date.

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by the issuer of an Ordinary Share to Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than the issuer of an Ordinary Share) to Shareholders as a class, pursuant in each case to any arrangements with the issuer of an Ordinary Share or any of its Subsidiaries.



“**Spin-Off Securities**” means equity share capital of an entity other than the issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the issuer of an Ordinary Share.

(b) Summary of certain aspects of the ICE Futures Europe Corporate Actions Policy:

*The ICE Futures Europe Corporate Actions Policy provides for adjustments of options contracts in respect of shares, including the Ordinary Shares, which would likely be applied by ICE Futures Europe in determining adjustments to the options contracts related to the Ordinary Shares. The results of such adjustments will be applied by the Calculation Agent when determining adjustments of the Conversion Price, pursuant to Condition 5(a) with the modifications set out in Condition 5(b)(iv), except where the Corporate Action constitutes a Cash Dividend, Non Cash Dividend, Delisting or Nationalisation. The ICE Futures Europe Corporate Actions Policy is subject to change from time to time. However, such changes will not have effect for the purposes of the Conditions. If changes are made to the ICE Futures Europe Corporate Actions Policy, in relation to any adjustment made by ICE Futures Europe pursuant to the amended policy, the Calculation Agent (or, as the case may be, pursuant to these Conditions, an Independent Adviser) will determine what the adjustment would have been if the policy had not been amended (each such determination being a “Deemed Adjustment”) and Condition 5(b)(iv)(B) will apply.*

*Further, ICE Futures Europe retains the right to determine how any particular Corporate Action will be reflected in option contract adjustments on a case by case basis despite the provisions of the ICE Futures Europe Corporate Action Policy. Consequently, the ICE Futures Europe Corporate Action Policy provides only the methodology which will as a general rule be applied to cater for Corporate Actions and deviations may be made therefrom at any time. Neither the Issuer, the Calculation Agent nor the Trustee is responsible for informing Bondholders of any change at any time to the ICE Futures Europe Corporate Actions Policy. Conditions 5(b)(i), 5(b)(ii) and 5(b)(iii) are for information purposes only and have been prepared in order to provide Bondholders with summary information of potential adjustments following the occurrence of certain Corporate Actions and such adjustments are subject to change. The information has been adjusted to the extent practicable to fit with the terminology of the Bonds. However, ICE Futures Europe may apply the ICE Futures Europe Corporate Actions Policies differently, in particular with respect to the definition and determination of Corporate Action below. In the case of any discrepancy between this description and the ICE Futures Europe Corporate Actions Policy or actual option contract adjustments made by ICE Futures Europe, the ICE Futures Europe Corporate Actions Policy or the actual option contract adjustments made by ICE Futures Europe prior to any amendment of the ICE Futures Europe Corporate Actions Policy as applicable shall prevail.*

(i) *Corporate Action:*

*For the purposes of this Condition 5(b), **Corporate Action** means any of the following events occurring prior to the relevant Settlement Date:*

- (A) a cash and/or scrip dividend, a bonus or scrip issue, a rights issue, a share split, subdivision or consolidation, a demerger or any other event affecting or giving rise to a right or entitlement attaching or accruing to the shares of, or ownership of shares in, a company; or*
- (B) a takeover, merger or any arrangement, transaction or series of transactions which will or may result in the acquisition by any person or persons or any associated person or persons of a substantial proportion of the shares of a company; or*
- (C) any other event which, in the opinion of ICE Futures Europe, necessitates an amendment to be made to terms of an option contract in respect of the shares of a company.*

*These Corporate Actions and any adjustments made by ICE Futures Europe described below will be relevant to the determinations made by the Calculation Agent only if such Corporate Actions are not a Cash Dividend, a Non-Cash Dividend, Delisting or Nationalisation which have been excluded from the scope of the applicability of the ICE Futures Europe Corporate Actions Policy pursuant to Condition 5(a) of these Conditions.*

(ii) *Other defined terms:*

*For the purposes of this Condition 5(b):*

*“cum entitlement” means, in respect of a share, with the right, before a date determined and published from time to time by the stock exchange determined by ICE Futures Europe, to any Relevant Entitlement relating thereto.*

*“EDSP” means the exchange delivery settlement price determined by ICE Futures Europe in accordance with its rules.*

*“ex entitlement” means, in respect of a share, without the entitlement, on or after a date determined and published from time to time by the stock exchange determined by ICE Futures Europe, to any Relevant Entitlement relating thereto.*

*“Lot Size” means the number of share underlying one option contract.*

*“Ratio Method” means that ICE Futures Europe will determine and disclose the adjustment ratio if known or the equation necessary to calculate the ratio. The adjustment ratio will be rounded, using normal mathematical rounding conventions, to five decimal places. Application of the adjustment ratio with respect to exercise prices, the creation of reference prices, and Lot Sizes will be made with the rounded adjustment ratio. For option contracts the adjustment ratio is used to alter the Lot Size (by dividing the Lot Size by the ratio) and the exercise price (by multiplying the exercise price by the ratio). On exercise, delivery sellers are required to deliver the adjusted number of ex entitlement shares in return for a consideration of the adjusted exercise price multiplied by the adjusted Lot Size. Equalisation payments will be made for all option contracts to neutralise the effect observed due to rounding of the Lot Size.*

*“Relevant Entitlement” means any one or more of a cash dividend, scrip dividend, bonus issue, scrip issue, rights issue, or any other right or entitlement, attaching or accruing to, or otherwise affecting, from time to time, a share or ownership of a share.*

*“Package Method” means that ICE Futures Europe will substitute the underlying shares in an option contract with a package of the ex entitlement shares and the proportionate number of entitlements. In the case of physical delivery option contracts, on exercise, delivery sellers are required to deliver the ex entitlement shares and the proportionate number of entitlements in consideration for the exercise price multiplied by the Lot Size. Fractions of shares will be settled in cash. No adjustment will be made to the Lot Size or exercise prices. In the case of cash settlement option contracts on exercise, the EDSP will be determined by aggregating the components which form the package. Daily settlement prices will not be adjusted to create reference prices and no adjustment will be made to the Lot Size or to the trading code.*

(iii) *Consequences of a Corporate Action pursuant to the ICE Futures Europe Corporate Actions Policy*

*Upon the occurrence of a Corporate Action, the following adjustments are likely to be made by ICE Futures Europe in respect of option contracts in respect of shares, including the Ordinary Shares, subject to any discretion exercised by ICE Futures Europe when performing the actual adjustments:*

(A) *Bonus issues, stock splits, reverse stock splits, subdivisions or consolidations of share capital*

*The Ratio Method will be used to adjust option contracts to cater for a bonus issue, stock split, reverse stock split, subdivision or consolidation of share capital.*

*The adjustment ratio shall be constructed as follows:*

$$\text{Adjustment Ratio} = \frac{(P - E) \times \left(\frac{O}{N}\right)}{P}$$

*Where:*

*P = The official closing price or such other price as determined by ICE Futures Europe and set out in the notice relating to the Corporate Action of the cum entitlement share on the stock exchange determined by ICE Futures Europe*

*E = Value of the entitlement per share*

*O = Cum amount of shares (old)*

*N = Ex amount of shares (new)*

*For bonus issues, stock splits, reverse stock splits, subdivisions or consolidations, P and E are irrelevant. Therefore the formula for the adjustment ratio for bonus issues, stock splits, reverse stock splits, subdivisions or consolidations simply reads:*

$$\text{Adjustment Ratio} = \frac{O}{N}$$

(B) *Rights issues and open offers*

*The Ratio Method will be used to adjust option contracts to cater for rights issues and open offers. The Adjustment Ratio will be calculated by creating a ratio of the theoretical ex entitlement share price to the cum entitlement share price.*

*For the avoidance of doubt, the ICE Futures Europe will make adjustments to option contracts where the entitlement issue creates an exclusive entitlement to existing shareholders, irrespective of the tradability of the entitlement. ICE Futures Europe will interpret a rights issue or an open offer to shareholders as a Corporate Action that creates an exclusive entitlement to shareholders, insofar that the entitlement has positive value.*

*Calculations of the value of the entitlement and the adjustment ratio for a straightforward issue are as follows:*

*Value of the Relevant Entitlement per share*

$$E = \frac{(P - d - S)}{\left(\frac{h}{r} + x\right)}$$

*Where:*

*E = Theoretical value of an entitlement*

*P = The official closing price or such other price as determined by ICE Futures Europe and set out in the notice relating to the Corporate Action of the cum entitlement share on the stock exchange determined by ICE Futures Europe*

*S = Subscription price of one new share*

*d = Dividend to which new shareholders are not entitled*

*h = Number of existing shares specified as eligible for the entitlement*

*r = Number of new shares specified as the entitlement*

*x = 1*

*Adjustment Ratio*

$$\text{Adjustment Ratio} = \frac{(P - E)}{P}$$

*The Adjustment Ratio will be applied to exercise prices and daily settlement prices as described in the Ratio Method at the close of business on the last business day that the company's shares are trading cum entitlement.*

*Where an entitlement issue entitles shareholders to take up securities that are not pari passu in all respects to those shares which derived the entitlement, or will not immediately convert into those shares, ICE Futures Europe may determine the value of the entitlement by means of a members' survey. The survey will be conducted on the last business day that the company's shares are trading cum entitlement.*

*It should be noted that where a market auction facility is available on the stock exchange determined by ICE Futures Europe, ICE Futures Europe may, at its discretion, use the closing price of the rights from the market auction on the last cum entitlement trading day to determine a theoretical ex entitlement share price.*

*ICE Futures Europe will have regard, where possible, to any adjustment or valuation methodology applied to any index which the underlying share may be a constituent of, to cater for the event.*

*(C) Demergers*

*The Package Method will be used to cater for demergers where shares of the demerged company can be delivered and settled in a qualifying settlement system and/or traded on a qualifying stock exchange as determined by ICE Futures Europe pursuant to the ICE Futures Europe Corporate Actions Policy.*

*If the shares of a demerged company cannot be delivered and settled in a settlement system and/or traded on a stock exchange determined by ICE Futures Europe, then the Ratio Method will be applied.*

*The adjustment ratio will be calculated as follows*

$$\text{Adjustment Ratio} = \frac{(\text{Cum entitlement share price} - \text{value of demerged company per share})}{\text{Cum entitlement share price}}$$

*In the case that a demerger results in the creation of two or more companies, shares of those demerged companies will be subject to the above conditions, such that if the shares of each demerged company cannot be delivered and settled in a settlement system and/or traded on a stock exchange, then the Ratio Method will be applied to the shares of those demerged companies, in their respective proportions.*

*In determining the value of a demerged company's shares for the purpose of applying the Ratio Method, ICE Futures Europe may conduct a members' survey on the last date which the company's shares are trading cum entitlement. However, on or prior to this date, if the value of shares in the demerged company can be determined from market trading on any facility*

*operated by the stock exchange determined by ICE Futures Europe, then this value will be used in place of a members' survey.*

*If the demerged company is already traded on an exchange designated by ICE Futures Europe, ICE Futures Europe may adjust the contracts in accordance with the Ratio Method.*

*(D) Mergers and takeovers*

*To cater for a merger or takeover, ICE Futures Europe will use the structure of the headline offer ("offer consideration") to determine what adjustment methodology to apply to option contracts.*

*In general ICE Futures Europe will calculate implied volatilities for the purpose of (a possible) fair value settlement as described in the ICE Futures Europe Corporate Actions Policy, whether the offer is in stock, or in cash or in a combination of both.*

*The Ratio Method will be applied where the offer consideration is composed purely of shares in another company, and those shares which form the headline offer can be delivered and settled in a settlement system and/or traded on a stock exchange determined by ICE Futures Europe. In applying the Ratio Method to substitute the underlying value of the option contracts the adjustment ratio will be calculated as follows.*

$$\text{Adjustment Ratio} = \frac{x}{y}$$

*Where y is equal to the number of shares offered under the headline offer for every x shares held in the underlying company. This ratio will be applied as described in the Ratio Method, such that the underlying shares of the contract will be substituted in the same proportion as determined by the headline offer, for the shares that form the offer consideration. Use of the Ratio Method will ensure daily settlement prices and exercise prices are adjusted in line with the level of the new underlying shares.*

*If those shares which form the offer consideration cannot be delivered and settled in a settlement system and/or traded on stock exchange determined by ICE Futures Europe, then the option contracts will be settled at their theoretical fair value (as described in the ICE Futures Europe Corporate Actions Policy).*

*Where the offer consideration is composed purely of cash, the option contracts will be settled at their theoretical fair value (as described in as described in the ICE Futures Europe Corporate Actions Policy).*

*Where the offer is composed of both shares and cash, and if the share element cannot be delivered and settled in a settlement system and/or traded on a stock exchange determined by ICE Futures Europe, then the option contracts will be settled at their theoretical fair value. If the share element can be delivered and settled in a settlement system and/or traded on a stock exchange determined by ICE Futures Europe, then the Ratio Method will be applied, such that the resulting contracts would become contracts purely on the share element. In this case the Adjustment Ratio will be based on the share price of the company issuing the bid.*

*Generally ICE Futures Europe will seek to use the official closing price of the shares on the market where the company has its primary listing. However in cases where the company issuing the bid has its primary listing in a different time zone than the target company, ICE Futures Europe may use an official closing/opening price established on a secondary venue, use a VWAP calculation or use the EDSP calculation. Lastly, if the price of the share of the company issuing the bid is not available or cannot be determined at an appropriate time, ICE Futures*

Europe reserves the right to calculate the Adjustment Ratio on the basis of the share price of the target company.

In the circumstance that the cash element represents over 67% of the total offer consideration, the option contracts will be settled at their theoretical fair value (as described in the ICE Futures Europe Corporate Actions Policy), and the Ratio Method will not be applied. For the avoidance of doubt, once the Exchange has determined the proportion of cash and made such announcement as to the type of adjustment methodology, the methodology will not then be changed simply due to share price movements affecting the proportion of cash.

$$\text{Adjustment Ratio} = \frac{(P_t - C) * \frac{O}{N}}{P_t}$$

$$P_t = C + (N * S)$$

Where:

$P_t$  = Theoretical value of one share of the target company

$N$  = Number of shares of the offeror received per share of the target company

$O = 1$

$C$  = Cash element of the offer per share held

$S$  = Cum event share price of the company that is issuing the offer (being the offeror)

Adjustments to option contracts will be made when a relevant offer is declared effective by the offeror and if the threshold of the majority of the outstanding shares (50% + 1) is met.

In the case of offers, whereby the relevant offer is a mandatory offer by law, ICE Futures Europe will use a threshold of 75% of the outstanding shares to determine whether the relevant offer is effective.

(E) Share repurchases

ICE Futures Europe will generally treat instances where a company repurchases its own shares in the market as a non-adjustable event. However, on occasions where a company makes an offer for its own shares at a premium to the prevailing market price, and where shareholders have equal opportunity to participate in the offer, ICE Futures Europe may, where practical, deem the share repurchase as an adjustable event.

(F) Special circumstances

If the underlying share of the option contract is no longer tradable and/or deliverable due to circumstances not described in the ICE Futures Europe Corporate Actions Policy, ICE Futures Europe will decide on a case by case basis what the consequences for the option contracts will be, and will inform the regulator before issuing a notice in relation to such event.

(iv) Adjustment by the Calculation Agent of the Conversion Price following an adjustment by ICE Futures Europe

(A) Prior to any amendment of the ICE Futures Europe Corporate Actions Policy

(I) For the purpose of adjusting the Conversion Price following an adjustment by ICE Futures Europe to option contracts in respect of Ordinary Shares pursuant to the ICE Futures Europe Corporate Actions Policy, the Calculation Agent shall determine whether when determining the Adjustment Ratio, ICE Futures Europe has used a price (“**Cum Entitlement Price**”) of a cum entitlement share which is

not equal to the 5 Day VWAP. If the Adjustment Ratio has been determined by ICE Futures Europe based on a Cum Entitlement Price, the Calculation Agent shall recalculate the Adjustment Ratio using the 5 Day VWAP instead of the Cum Entitlement Price (such recalculated Adjustment Ratio being the “**CA Adjustment Ratio**”)

For the purpose of adjusting the Conversion Price in respect of the Bonds the Calculation Agent shall multiply the Conversion Price in effect prior to the adjustment performed by ICE Futures Europe by the relevant CA Adjustment Ratio and the resulting adjusted Conversion Price shall apply as of the date the adjustment made by ICE Futures Europe applies.

Subject as provided in Condition 5(b)(iv)(A)(II) below, if the Calculation Agent determines that the Adjustment Ratio has been determined by ICE Futures Europe based on the 5 Day VWAP or pursuant to a formula that is not based on the price of a cum entitlement share, for the purpose of adjusting the Conversion Price in respect the Bonds the Calculation Agent shall multiply the Conversion Price in effect prior to the adjustment performed by ICE Futures Europe by the relevant Adjustment Ratio determined by ICE Futures Europe and the resulting adjusted Conversion Price shall apply as of the date the adjustment made by ICE Futures Europe applies.

- (II) The Adjustment Ratio determined by ICE Futures Europe following a merger or takeover shall be used by the Calculation Agent to determine the Conversion Price as provided in Condition 5(b)(iv)(A)(I) if the cash entitlement represents no more than 33% of the total offer consideration in relation to such merger or takeover. If the cash entitlement represents more than 33% but no more than 67% of the total offer consideration in relation to such merger or takeover, then the Calculation Agent shall determine the Conversion Price as provided in Condition 5(b)(iv)(A)(I) with references to 5 Day VWAP substituted by reference to 20 Day VWAP. If the cash entitlement represents more than 67% of the total offer consideration in relation to such merger or takeover, Condition 8(c) will apply.
  - (III) In case ICE Futures Europe has applied the Package Method (and consequently an Adjustment Ratio has not been calculated and published), the Conversion Price will not be adjusted and what is considered an Ordinary Share will change pursuant to the definition of Ordinary Share.
  - (IV) In case the option contracts are settled at their theoretical fair value (as described in ICE Futures Europe Corporate Actions Policy for a reason other than a delisting (as defined in the ICE Futures Europe Corporate Actions Policy) that does not constitute a Delisting) or in the case of Nationalisation or Delisting, the Conversion Price will not be adjusted, what is considered an Ordinary Share will not change and the Bonds will be redeemed in accordance with Condition 8(c) or 7 respectively.
- (B) Following any amendment of the ICE Futures Europe Corporate Actions Policy
- (I) Subject as provided in Condition 5(b)(iv)(B)(II) and 5(b)(iv)(B)(V) below, for the purpose of adjusting the Conversion Price following an adjustment by ICE Futures Europe to option contracts in respect of Ordinary Shares following an amendment to the ICE Futures Europe Corporate Actions Policy, (i) if the Calculation Agent determines in its sole discretion it is capable of making such determination in its capacity as Calculation Agent, the Calculation Agent,

or (ii) in any other case, an Independent Adviser, shall determine what the adjustment would have been if the policy had not been amended (each such determination being a “**Deemed Adjustment**”) and shall calculate in accordance with the ICE Futures Europe Corporate Actions Policy (without any amendment), any Adjustment Ratio required to be calculated for the purposes of such Deemed Adjustment, provided that the Calculation Agent shall use the 5 Day VWAP instead of any Cum Entitlement Price for the purpose of such calculation.

- (II) Following a merger or takeover (i) if the Calculation Agent determines in its sole discretion it is capable of making such determination in its capacity as Calculation Agent, the Calculation Agent, or (ii) in any other case, an Independent Adviser, shall determine the Conversion Price as provided in Condition 5(b)(iv)(B)(I) if the cash entitlement represents no more than 33% of the total offer consideration in relation to such merger or takeover. If the cash entitlement represents more than 33% but no more than 67% of the total offer consideration in relation to such merger or takeover, then the Calculation Agent shall determine the Conversion Price as provided in Condition 5(b)(iv)(B)(I) with references to 5 Day VWAP substituted by reference to 20 Day VWAP. If the cash entitlement represents more than 67% of the total offer consideration in relation to such merger or takeover, Condition 8(c) will apply.
- (III) Any adjustment pursuant to 5(b)(iii)(E) or 5(b)(iii)(F) will be made by an Independent Adviser.
- (IV) For the purpose of this Condition 5(b)(iv)(B), the Package Method will be applied if the Relevant Stock Exchange (as defined in these Conditions) for the shares of the demerged company is a stock exchange or securities market located in the United States, Hong Kong, Singapore, any member state of the European Union or any other OECD member state.
- (V) If pursuant to the ICE Futures Europe Corporate Actions Policy (without any amendment) the Package Method is applied by the Calculation Agent (and consequently an Adjustment Ratio has not been determined), the Conversion Price will not be adjusted and what is considered an Ordinary Share will change pursuant to the definition of Ordinary Share.
- (VI) In case the option contracts are settled at their theoretical fair value (as described in the amended ICE Futures Europe Corporate Actions Policy for a reason other than a delisting (as defined in the ICE Futures Europe Corporate Actions Policy) that does not constitute a Delisting) or in the case of Nationalisation or Delisting, the Conversion Price will not be adjusted, what is considered an Ordinary Share will not change and the Bonds will be redeemed in accordance with Condition 8(c) or 7 respectively

(c) Calculation of Adjustments and roundings:

Adjustments in accordance with this Condition 5 (other than Condition 5(a)(ii), which shall become effective as provided in Condition 5(a)(iii)) will become effective as of the same date as any corresponding adjustments made by ICE Futures Europe. Adjustments in accordance with this Condition 5 (including Condition 5(a)(ii)) will not be made, if the effective date for such adjustments is later than, in the case of Bonds in respect of which Conversion Rights have been exercised, the Settlement Date (where the Cash Amount is to be paid in respect of such exercise)) or, in relation to



Bonds not converted, the first day after the end of the Conversion Period pursuant to Condition 4(a)(ii), as the case may be.

Adjustments to the Conversion Price pursuant to this Condition 5 shall be determined and calculated in good faith by the Calculation Agent, and/or to the extent so specified in the Conditions, by an Independent Adviser. Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, an Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, an Independent Adviser pursuant to these Conditions shall be final and binding (in the absence of manifest error) on the Issuer, the Trustee and the Bondholders. The Calculation Agent may, subject to the provisions of the Calculation Agency Agreement, consult, at the expense of the Issuer, on any matter (including but not limited to, any legal matter), with any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Issuer or the Bondholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion. The Calculation Agent shall act solely upon request from and as agent of the Issuer and the Calculation Agent or, as the case may be, any Independent Adviser appointed by the Issuer in accordance with these Conditions, will not thereby assume any obligations towards or relationship of agency or trust with, and they shall not be liable and shall incur no liability as against, the Bondholders.

If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, and following consultation between the Issuer and an Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Trustee and the Bondholders, save in the case of manifest error.

All adjustments to the Conversion Price will be calculated by the Calculation Agent (or an Independent Adviser, as the case may be). Any adjustment to the Conversion Price determined will, if necessary be rounded to four decimal places, with £0.00005 being rounded upwards.

(d) Notifications of Adjustments:

The Issuer will give notice to Bondholders (in accordance with Condition 18) and the Trustee of any adjustment to the Conversion Price pursuant to this Condition 5 as soon as reasonably practicable.

In the event that any Share Price relevant for any calculation of a price or Cash Amount in accordance with this Condition 5 (other than Condition 5(a)(ii)) is subsequently corrected by the exchange and the correction is published within less than one Settlement Cycle after the original publication, the Calculation Agent shall notify the Bondholders of the corrected Share Price or Cash Amount and any necessary further adjustment in connection therewith.

(e) No obligation to monitor:

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists which may (i) trigger the start of a Conversion Period, or (ii) require an adjustment to be made to the Conversion Price or as to the amount of any adjustment actually made, and, in each case, will not be responsible or liable to the Bondholders for any loss arising from any failure by it to do so.

## 6 Disrupted Days

If any Averaging Date is a Disrupted Day (as defined below), then the Averaging Date affected by a Market Disruption Event shall be postponed to the first succeeding Scheduled Trading Day which is not a Disrupted Day, and on which another Averaging Date does not or is not deemed to occur. If a Market Disruption Event continues to exist for a period of more than eight successive Scheduled Trading Days, the eighth Scheduled Trading Day following the day originally specified as the applicable Averaging Date shall be deemed to be the Averaging Date. On that eighth Scheduled Trading Day, an Independent Adviser shall determine its good faith

estimate of the Volume Weighted Average Price of the Ordinary Share(s) at the Valuation Time on such eighth Scheduled Trading Day.

The following definitions shall apply:

**“Disrupted Day”** means any Scheduled Trading Day on which the Relevant Stock Exchange or Related Exchange fails to open for trading at any time during the regular trading session or on which a Market Disruption Event has occurred, as determined by the Calculation Agent.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Ordinary Shares on the Relevant Stock Exchange or (ii) to effect transactions in, or obtain market values for, futures or option contracts relating to the Ordinary Share on the Related Exchange.

**“Early Closure”** means the closure on any Scheduled Trading Day of the Relevant Stock Exchange or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Relevant Stock Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Relevant Stock Exchange or the Related Exchange on such Scheduled Trading Day and (ii) the submission deadline for orders to be entered into the Relevant Stock Exchange or the Related Exchange system for execution at the Valuation Time on such Scheduled Trading Day.

**“Market Disruption Event”** means each of (i) Trading Disruption, (ii) Exchange Disruption and (iii) Early Closure but in respect of (i) and (ii) only if the Calculation Agent determines that such event has occurred at any time during the one hour period that ends at the Valuation Time.

**“Related Exchange”** means ICE Futures Europe.

**“Scheduled Closing Time”** means, in respect of the Relevant Stock Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Relevant Stock 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.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the Relevant Stock Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or Related Exchange or otherwise (i) relating to the Ordinary Shares on the Relevant Stock Exchange, or (ii) in futures or option contracts relating to the Ordinary Share on the Related Exchange.

**“Valuation Time”** means the Scheduled Closing Time in respect of the relevant day.

## **7 Nationalisation, Change in Law and Delisting**

If (i) a Nationalisation and/or a Delisting occurs, the Issuer shall and (ii) a Change in Law occurs the Issuer may, by providing notice of the occurrence of such event to the Bondholders in accordance with Condition 18 and the Trustee within five London business days of the Relevant Announcement Date specifying the date of such redemption or purchase and the relevant Early Redemption Amount (or such lesser notice as may be required to comply with the Change in Law), redeem or purchase all but not only some of the outstanding Bonds at their Early Redemption Amount on the Early Redemption Date.

The Trustee shall not be required to take steps or monitor or ascertain whether or not a Nationalisation, a Delisting or a Change in Law or any event which could lead to a Nationalisation, a Delisting or a Change in Law has occurred or may occur and, unless and until it has actual knowledge to the contrary, shall be entitled to assume that no such event has occurred and shall not be responsible or liable to Bondholders or any other person for any loss arising therefrom.

## 8 Redemption and Purchase

### (a) *Final Redemption*

Unless previously purchased and cancelled, redeemed or converted and cancelled as herein provided, the Bonds will be redeemed at their principal amount on the Final Maturity Date. The Bonds may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 7 or Condition 8(b).

### (b) *Redemption at the Option of the Issuer*

- (i) The Issuer may, on giving not less than 45 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Trustee and to the Bondholders in accordance with Condition 18, redeem all but not some only of the Bonds on the date (the "**Optional Redemption Date**") specified in the Optional Redemption Notice at their principal amount if, at any time, the aggregate principal amount of the Bonds outstanding is equal to or less than 5 per cent. of the aggregate principal amount of the Bonds originally issued (for which purpose, any further securities issued pursuant to Condition 19 and consolidated and forming a single series with the Bonds shall also be deemed to have been 'originally issued').

On the Optional Redemption Date the Issuer shall redeem the Bonds at their principal amount.

- (ii) The Issuer may, at any time, having given not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Trustee and the Bondholders in accordance with Condition 18 redeem (subject to the second following paragraph) all but not some only of the Bonds for the time being outstanding on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at their principal amount if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay Additional Amounts in respect of the Bonds pursuant to Condition 10 as a result of any change in, or amendment to, the laws or regulations of the Relevant Jurisdiction (or any political subdivision or taxing authority thereof or therein) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 19 November 2015, and (ii) such requirement cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be required to pay such Additional Amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it and the Trustee shall be entitled to accept without any liability for so doing such certificate as sufficient evidence of the matters set out above, in which event such certificate shall be conclusive and binding on the Bondholders.

On the Tax Redemption Date the Issuer shall (subject to the following paragraph) be bound to redeem the Bonds at their principal amount.

If the Issuer gives a Tax Redemption Notice, each Bondholder will have the right to elect that its Bonds shall not be redeemed and that the provisions of Condition 10 with respect to the payment of Additional Amounts shall not apply in respect of any payment to be made on such Bonds which falls due after the relevant Tax Redemption Date, whereupon no Additional Amounts shall be payable in respect thereof pursuant to Condition 10 and payment of all amounts on such Bonds shall be made subject to the deduction or withholding of any taxation required to be withheld or deducted under the laws or regulations of the Relevant Jurisdiction (or any political subdivision or taxing authority thereof or therein). To exercise such right, the

holder of the relevant Bond must complete, sign and deposit at the specified office of the Registrar or any Paying, Transfer and Conversion Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of the Registrar or any Paying, Transfer and Conversion Agent together with the relevant Certificate representing the Bonds on or before the day falling 10 days prior to the Tax Redemption Date.

- (iii) References in this Condition 8(b)(ii) to the Relevant Jurisdiction shall be deemed also to refer to any jurisdiction or relevant authority thereof in respect of which any undertaking or covenant equivalent to that in Condition 10 is given pursuant to the Trust Deed, (except that as regards such jurisdiction the words “becomes effective on or after 19 November 2015” above shall be replaced with the words “becomes effective after, and has not been announced on or before, the date on which any undertaking or covenant equivalent to that in Condition 10 was given pursuant to the Trust Deed”).

(c) *Settlement of option contracts*

If option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe and any event, other than a delisting (as defined in the ICE Futures Europe Corporate Actions Policy) that does not constitute a Delisting, occurs as a result of which such option contracts are or will be settled in accordance with the ICE Futures Europe Corporate Actions Policy, the Issuer shall give notice to Bondholders in accordance with Condition 18 within five London business days of the Relevant Announcement Date and shall thereafter redeem all outstanding Bonds at their Early Redemption Amount on the Early Redemption Date.

(d) *Nationalisation, Delisting and/or a Change in Law*

Upon the occurrence of a Nationalisation, a Delisting and/or a Change in Law, Condition 7 shall apply.

(e) *Purchase*

Subject to the requirements (if any) of any stock exchange on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any of its Subsidiaries may at any time purchase any Bonds in the open market or otherwise at any price. Such Bonds may be held, resold or reissued or, at the option of the Issuer or the relevant Subsidiary, surrendered to the Registrar for cancellation.

(f) *Cancellation*

All Bonds which are redeemed or which are purchased by or on behalf of the Issuer or any Subsidiary of it and surrendered for cancellation shall be cancelled forthwith. Any Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Bonds shall be discharged.

(g) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 8, the first of such notices to be given shall prevail.

## **9 Payments**

(a) *Principal*

Payment of principal in respect of the Bonds shall be made (subject to surrender of the relevant Certificates representing the relevant Bonds at the specified office of any of the Paying, Transfer and Conversion Agents or of the Registrar if no further payment falls to be made in respect of the Bonds represented by such Certificates) in the manner provided in the following paragraph.

Any payments due to Bondholders in respect of any Bond shall be paid to the person shown on the Register at the close of business on the fifth business day (in the place in which the specified office of the Registrar is located) before the due date for payment thereof (the “**Record Date**”).

If the outstanding amount of principal being paid upon surrender of the relevant Certificate is less than the outstanding principal amount of such Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Issuer or a Bondholder) issue a new Certificate with a principal amount equal to the remaining unpaid outstanding principal amount.

(b) *Payments subject to fiscal laws*

All payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 to 1474 (inclusive) of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10) any law implementing an intergovernmental approach thereto.

(c) *Payment Initiation*

Where payment is to be made by transfer to a sterling account, payment instructions (for value the due date, or if that is not a Business Day (as defined in Condition 9(g) below), for value the first following day which is a Business Day) will be initiated, or, in the case of payments of principal where the relevant Certificate has not been surrendered at the specified office of any Paying, Transfer and Conversion Agent or of the Registrar, on a day on which the Principal Paying, Transfer and Conversion Agent is open for business and on which the relevant Certificate is surrendered.

(d) *Appointment of Agents*

The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar or any Paying, Transfer and Conversion Agents and to appoint additional or other Paying, Transfer and Conversion Agents, provided that the Issuer will at all times maintain (i) a Principal Paying, Transfer and Conversion Agent, (ii) a Registrar and (iii) save where it may from time to time be otherwise agreed with the Trustee that it is unduly onerous or not current market practice at the relevant time to do so and save to the extent that the following requirement is not met by virtue of sub-paragraph (i) above, there will at all times be a Paying, Transfer and Conversion Agent with a specified office in a European Union member state that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC (as amended from time to time) or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any change in any Agent or their respective specified offices will promptly be given by the Issuer to the Bondholders in accordance with Condition 18. The Issuer reserves the right, subject to the prior written approval of the Trustee, under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and appoint another Calculation Agent, provided that they will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise.

(e) *No Charges*

None of the Paying, Transfer and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment or conversion in respect of the Bonds.

(f) *Delay in Payment*

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Bond if the due date is not a Business Day, if the Bondholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 9(a) arrives after the due date for payment.

(g) *Non-Business Days*

If any date for payment in respect of any Bond is not a Business Day, the holder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

In this Condition 9, “**Business Day**” means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in London and the place in which the specified office of the Registrar is located.

(h) *Fractions*

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

*The Bonds, on issue, will be represented by a global bond (the “**Global Bond**”) registered in the name of a nominee for, and held on behalf of, a common depository for Euroclear Bank S.A./N.V. and Clearstream Banking S.A. All payments in respect of the Bonds represented by the Global Bond will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 24 December and 1 January.*

## 10 **Taxation**

All payments by or on behalf of the Issuer in respect of the Bonds will be made without withholding or deduction for any present or future taxes, assessments or other governmental charges (“**Taxes**”) of the Relevant Jurisdiction (or any political sub-division or taxing authority thereof or therein), unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts (“**Additional Amounts**”) of principal, Cash Amounts, Early Redemption Amounts and any other amounts due in respect of the Bonds as may be necessary in order that the net amount received by each holder of any Bond who, with respect to any such Tax is not resident in the Relevant Jurisdiction, after such withholding or deduction shall be not less than the respective amount to which such holder would have been entitled in respect of such Bond, as the case may be, in the absence of the withholding or deduction; provided however, that the Issuer shall not be required to pay any Additional Amounts (1) for or on account of any such Tax imposed by the United States (or any political subdivision or taxing authority thereof or therein) or (2) for or on account of:

- (a) any Tax which would not have been imposed but for (i) the existence of any present or former connection between a holder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation) and the Relevant Jurisdiction or any political subdivision or territory or possession thereof or area subject to its jurisdiction, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been a citizen or resident thereof or being or having been present or engaged in trade or business therein or having or having had a permanent establishment therein or (ii) the surrender of such Bond (x) for payment on a date more than 30 days after the Relevant Date (as defined below) or (y) in the Relevant Jurisdiction;

- (b) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;
- (c) any Tax which is payable otherwise than by withholding or deduction from payments of (or in respect of) principal or any Cash Amount or Early Redemption Amount in respect of such Bond;
- (d) any Tax that is imposed or withheld by reason of the failure by the holder or any beneficial owner of such Bond to comply with a request of the Issuer given to the holder in accordance with Condition 18 (i) to provide information concerning the nationality, residence or identity of the holder or any beneficial owner or (ii) to make any declaration or other similar claim or satisfy any information or reporting requirements, which, in the case of (i) or (ii), is required or imposed by a statute, treaty, regulation or administrative practice of the Relevant Jurisdiction as a precondition to exemption from all or part of such Tax;
- (e) any Tax imposed on a payment to an individual which is required to be made pursuant to European Council Directive 2003/48/EC (as amended from time to time) or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (f) any Tax payable with respect to a Bond surrendered for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by surrendering the Certificate representing the relevant Bond to another Paying, Transfer and Conversion Agent in a Member State of the European Union; or
- (g) any combination of items (a), (b), (c), (d), (e) and (f) above,

nor shall the Issuer be required to pay any Additional Amounts with respect to any payment of the principal of, any Cash Amount or Early Redemption Amount in respect of any Bond to any holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the Relevant Jurisdiction (or any political subdivision or taxing authority thereof or therein) to be included in the income for tax purposes of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner which would not have been entitled to such Additional Amounts had it been the holder of such Bond.

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Bonds by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (and any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer, the Agents nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

References in these Conditions to any amount payable by or on behalf of the Issuer in respect of the Bonds shall be deemed to include any Additional Amounts which may be payable in accordance with this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

The provisions of this Condition 10 with respect to the payment of Additional Amounts shall not apply in respect of any payments which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 8(b).

## **11 Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer

and the Agents that the Bonds are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount as provided in the Trust Deed, in any of the following events (each, an “**Event of Default**”):

- (a) **Non-Payment:** if the Issuer defaults in the payment of any principal, Cash Amount, Early Redemption Amount or other amount due in respect of the Bonds or any of them and the default continues for a period of 14 days; or
- (b) **Breach of other Obligations:** if the Issuer fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) **Cross-Acceleration:** if any Indebtedness for Borrowed Money (as defined below) of the Issuer becomes due and repayable prematurely by reason of an event of default (however described) or the Issuer fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period) or any security given by the Issuer for any Indebtedness for Borrowed Money becomes enforceable by reason of default in relation thereto and steps are taken to enforce such security or if default is made by the Issuer in making any payment due under any guarantee and/or indemnity (at the expiry of any originally applicable grace period) given by it in relation to any Indebtedness for Borrowed Money of any other person, provided that no event shall constitute an Event of Default unless the Indebtedness for Borrowed Money or other relative liability either alone or when aggregated with other Indebtedness for Borrowed Money and/or other liabilities relative to all (if any) other events which shall have occurred equals or exceeds £150,000,000 (or its equivalent in any other currency); or
- (d) **Winding-up:** if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer, save for the purposes of a reorganisation on terms approved in writing by the Trustee; or
- (e) **Insolvency etc.:** if the Issuer stops payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), or is adjudicated or found bankrupt or insolvent or shall enter into any composition or other similar arrangements with its creditors under section 1 of the Insolvency Act 1986; or
- (f) **Enforcement:** if (i) an administrative or other receiver, manager, administrator or other similar official is appointed in relation to the Issuer or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of it, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of it, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of it and (ii) in any case (other than the appointment of an administrator) is not discharged, removed or paid within 45 days;

*provided that*, in the case of any Event of Default other than those described in paragraphs (a) and (d) above, the Trustee shall have certified in writing to the Issuer that the Event of Default is, in its opinion, materially prejudicial to the interests of the Bondholders.

For the purposes of this Condition, “**Indebtedness for Borrowed Money**” means any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of (i) money borrowed, (ii) liabilities under or in respect of any acceptance or acceptance credit or (iii) any bonds, notes, debentures, debenture stock or loan stock.



## **12 Undertaking**

The Issuer will use all reasonable endeavours to cause to be made an application for the Bonds to be admitted to trading on the Irish Stock Exchange's EEA Regulated Market or otherwise make or cause to be made an application for the Bonds to be admitted to trading on another regularly operating market which in any case is a recognised stock exchange within the meaning of section 1005 of the Income Tax Act 2007 (as the same may be amended or suspended from time to time) prior to 26 May 2016 and use all reasonable endeavours to maintain such admission or admission on an alternative recognised stock exchange (within the meaning as aforesaid) for so long as any Bond remains outstanding.

## **13 Prescription**

Claims for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years from the appropriate Relevant Date in respect of such payment.

## **14 Replacement of Certificates**

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the specified office of the Registrar or such other Paying, Transfer and Conversion Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Bondholders, in each case upon payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **15 Meetings of Bondholders, Modifications, Waivers and Substitution**

### *(a) Meetings of Bondholders*

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if requested in writing by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to change the Final Maturity Date, (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem or purchase the Bonds pursuant to Condition 7 or Condition 8, (iii) to reduce or cancel the principal amount of the Bonds or to reduce the amount payable on redemption or purchase of the Bonds, (iv) to modify the provisions relating to, or cancel, the Conversion Rights (other than a reduction to the Conversion Price), (v) to increase the Conversion Price (other than in accordance with these Conditions), (vi) to change the currency of the denomination of the Bonds or of any payment in respect of the Bonds, (vii) to change the governing law of the Bonds, the Trust Deed, the Calculation Agency Agreement or the Agency Agreement (other than in the case of a substitution of the Issuer (or any previous substitute or substitutes) under Condition 15(c)) or (viii) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be one or more persons holding or representing not less than three-fourths, or at any adjourned meeting not less than one-fourth, in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed by the Bondholders shall be

binding on all Bondholders (whether or not they were present at any meeting at which such resolution was passed and whether or not they voted on such resolution).

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 95 per cent. of the aggregate principal amount of Bonds outstanding (which may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders) or (ii) consents given by way of electronic consent through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than 95 per cent. of the aggregate principal amount of the Bonds outstanding, shall, in any such case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held.

(b) *Modification of the Trust Deed*

The Trustee may agree, without the consent of the Bondholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or an error which, in the opinion of the Trustee, is proven or to comply with mandatory provisions of law, and (ii) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders. The Trustee may, without the consent of the Bondholders, determine that any Event of Default or a Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders will not be materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and, if the Trustee so requires, shall be notified to the Bondholders promptly in accordance with Condition 18.

(c) *Substitution*

The Trustee may, without the consent of the Bondholders, agree to any substitution as provided in, and for the purposes of, Condition 12 or to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition 15(c)) as the principal debtor under the Bonds and the Trust Deed of any Subsidiary of the Issuer subject to (a) the Bonds being unconditionally and irrevocably guaranteed by the Issuer, and (b) the Bonds continuing to be convertible or exchangeable into cash and/or Ordinary Shares as provided in these Conditions *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate provided that in any such case, (x) the Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution, and (y) certain other conditions set out in the Trust Deed being complied with. In the case of such a substitution the Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders. Any such substitution shall be binding on the Bondholders and shall be notified to the Bondholders promptly in accordance with Condition 18.

(d) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 15) the Trustee shall have regard to the interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the

exercise of its trusts, powers or discretions for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders, except to the extent provided for in these Conditions or the Trust Deed.

## **16 Enforcement**

The Trustee may at any time, at its discretion and without notice, take such proceedings, actions or steps against the Issuer as it may think fit to enforce the provisions of the Trust Deed and the Bonds, but it shall not be bound to take any such proceedings or any other action or step in relation to the Trust Deed or the Bonds unless (i) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder shall be entitled to proceed or taken any other action or steps directly against the Issuer unless the Trustee, having become bound so to proceed or act, fails so to do within a reasonable period and the failure shall be continuing.

## **17 The Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking proceedings and/or any other action under these Conditions or the Trust Deed unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit. The Trustee may rely without liability to Bondholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution, an Independent Adviser or other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, opinion, confirmation or certificate or advice and, where the Trustee does so accept and rely, such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Bondholders in the absence of manifest error.

## **18 Notices**

All notices regarding the Bonds will be valid if published through the electronic communication system of Bloomberg. Any such notice shall be deemed to have been given on the date of such publication. The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed and/or admitted to trading. If publication as provided above is not practicable, notice will be given by publication in a newspaper of general circulation in London (which is expected to be the *Financial Times*).

*Notwithstanding the above, for so long as all the Bonds are represented by a Global Bond and the Global Bond is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg and such notices shall be deemed to have been given to Bondholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg.*

## **19 Further Issues**

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding notes,

bonds or debentures of any series (including the Bonds) or in all respects except for the first date on which Conversion Rights may be exercised and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of notes, bonds or debentures of other series in certain circumstances where the Trustee so decides.

## **20 Rights of Third Parties**

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

## **21 Governing Law**

The Trust Deed, the Agency Agreement, the Calculation Agency Agreement, the Bonds and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

## **22 Transfer of Bonds**

### **(a) Transfers**

One or more Bonds may, subject to Condition 22(b), be transferred in whole or in part upon the surrender (at the specified office of the Registrar or any Paying, Transfer and Conversion Agent) of the Certificate(s) representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or such Paying, Transfer and Conversion Agent may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning transfers of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Bondholder upon request.

### **(b) Exercise of Options or Partial Redemption**

In the case of an exercise of an Issuer's or Bondholders' option in respect of, or a partial redemption of, a holding of Bonds represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Bonds of the same holding having different terms, separate Certificates shall be issued in respect of those Bonds of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Paying, Transfer and Conversion Agent. In the case of a transfer of Bonds to a person who is already a holder of Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

### **(c) Delivery of New Certificates**

Each new Certificate to be issued pursuant to Conditions 22(a) or 22(b) shall be available for delivery within three business days of receipt of the form of transfer and surrender of the existing Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Paying, Transfer and Conversion Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Paying, Transfer and Conversion Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 22(c), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Paying, Transfer and Conversion Agent or the Registrar (as the case may be).

(d) **Transfers Free of Charge**

Transfers of Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or any Paying, Transfer and Conversion Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Paying, Transfer and Conversion Agent may require).

(e) **Closed Periods**

No Bondholder may require the transfer of an Bond to be registered (i) during the period of 15 days ending on the due date for redemption of that Bond or (ii) after any such Bond has been called for redemption.