

ATRIUM EUROPEAN REAL ESTATE LIMITED

ATRIUM FINANCE ISSUER B.V.

ATRIUM FINANCE LIMITED

€1,500,000,000

EURO MEDIUM TERM NOTE PROGRAMME

GUARANTEED BY  
ATRIUM EUROPEAN REAL ESTATE LIMITED  
*(in respect of Notes issued by Atrium Finance Issuer B.V. only)*

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ISSUE AND PAYING AGENCY AGREEMENT

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## CONTENTS

Clause	Page
1. Interpretation .....	3
2. Appointment of the Agents .....	7
3. Issuance of Notes.....	8
4. Transfers of Registered Notes .....	14
5. Replacement Notes and Coupons.....	15
6. Payments to the Principal Paying Agent .....	16
7. Payments to Noteholders.....	18
8. Miscellaneous Duties of the Agents .....	23
9. Early Redemption and Exercise of Options .....	28
10. Appointment and Duties of the Calculation Agent .....	30
11. Fees and Expenses.....	31
12. Terms of Appointment .....	32
13. Changes in Agents.....	35
14. Notices.....	38
15. Law and Jurisdiction .....	40
16. Modification .....	41
17. Counterparts .....	41
18. Rights of Third Parties .....	41
19. Entire Agreement .....	41
Schedule 1 Duties under the Issuer-ICSDs Agreements.....	43
Schedule 2 The Specified Offices of the Agents .....	45
Schedule 3 Form of Calculation Agent Appointment Letter.....	46
Schedule 4 Form of Put Option Notice / Change of Control Put Option Notice.....	49
Schedule 5 Form of Put Option Receipt / Change of Control Put Option Receipt.....	53
Schedule 6 Regulations Concerning Transfers and Registration of Registered Notes.....	55

**THIS AGREEMENT** is made on 24 September 2020

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**BETWEEN:**

- (1) **ATRIUM EUROPEAN REAL ESTATE LIMITED**, a limited liability company incorporated under the laws of Jersey and registered in Jersey with registration number 70371, having its registered address at 11-15 Seaton Place, St Helier, Jersey JE4 0QH, Channel Islands ("**Atrium**");
- (2) **ATRIUM FINANCE ISSUER B.V.**, a limited liability company incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Amsterdam, the Netherlands, having its office address at Strawinskylaan 1959, Tower I, 6th Floor, 1077 XX Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 80192262 ("**Dutch Issuer**");
- (3) **ATRIUM FINANCE LIMITED**, a private limited liability company incorporated under the laws of Cyprus and registered in Cyprus with registration number HE 394678, having its registered address at Griva Digeni & Chrysanthou Mylona, 1, Panayides Court, 3030, Limassol, Cyprus ("**Cypriot Issuer**", together with Atrium and the Dutch Issuer, the "**Issuers**" and each an "**Issuer**");
- (4) **ATRIUM EUROPEAN REAL ESTATE LIMITED** (in its capacity as Guarantor in respect of Notes issued by the Dutch Issuer only) (the "**Guarantor**");
- (5) **CITIBANK, N.A., LONDON BRANCH** (the "**Registrar**");
- (6) **CITIBANK, N.A., LONDON BRANCH** as principal paying agent and a calculation agent (the "**Principal Paying Agent**" and a "**Calculation Agent**");
- (7) **CITIBANK, N.A., LONDON BRANCH** as transfer agent (the "**Transfer Agent**"); and
- (8) **CITIBANK, N.A., LONDON BRANCH** as trustee (the "**Trustee**").

**WHEREAS:**

- (A) The Issuers and the Guarantor have established a euro medium term note programme (the "**Programme**") for the issuance of notes (the "**Notes**"), in connection with which they have entered into a dealer agreement dated 24 September 2020 (the "**Dealer Agreement**").
- (B) The Notes will be constituted by, be subject to, and have the benefit of the trust deed dated 24 September 2020 (as amended or supplemented from time to time) between the Issuers, the Guarantor and the Trustee (the "**Trust Deed**").
- (C) The Issuer has made applications to the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**") for Notes issued under the Programme to be to be admitted to listing on the official list and to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the regulated market of the Luxembourg Stock Exchange. The regulated market of the Luxembourg Stock

Exchange is a regulated market for the purposes of Directive 2014/65/EU (as amended, "MiFID II"). Notes may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

- (D) In connection with the Programme, the Issuers and the Guarantor have prepared a base prospectus dated 24 September 2020 which has been approved by the CSSF as a base prospectus issued in compliance with Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC (the "**Prospectus Regulation**").
- (E) Notes issued under the Programme may be issued either (1) pursuant to the Base Prospectus describing the Programme and Final Terms describing the final terms of the particular Tranche of Notes or (2) pursuant to a drawdown prospectus (a "**Drawdown Prospectus**") which may be constituted either (a) by a single document or (b) by a registration document, a securities note and, if applicable, a summary which relates to a particular Tranche of Notes to be issued under the Programme.
- (F) The Issuers, the Guarantor, the Agents (as defined below) and the Trustee wish to record certain arrangements which they have made in relation to the Notes to be issued under the Programme.

**IT IS AGREED** as follows:

## 1. INTERPRETATION

### 1.1 Definitions

All terms and expressions which have defined meanings in the Base Prospectus or the Trust Deed shall have the same meanings in this Agreement except where the context requires otherwise or unless otherwise stated. In addition, in this Agreement the following expressions have the following meanings:

"**Agents**" means the Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent and "**Agent**" means any one of the Agents;

"**Applicable Law**" means any applicable provision of law or regulation; including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority with which the Trustee or any Agent is bound or accustomed to comply; and (c) any agreement entered into by any Citi Organisation and any Authority or between any two or more Authorities;

"**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

"**Change of Control Put Option Notice**" means a notice of exercise relating to the change of control put option contained in Condition 9(f) (*Change of Control Put Option*), substantially in the form set out in Schedule 4 (*Form of Put Option Notice / Change of Control Put Option Notice*) or such other form as may from time to time be

agreed between the relevant Issuer and the Principal Paying Agent and delivered to each Paying Agent;

**"Change of Control Put Option Receipt"** means a receipt delivered by a Paying Agent in relation to a Definitive Note or a Note Certificate which is the subject of a Change of Control Put Option Notice, substantially in the form set out in Schedule 5 (*Form of Put Option Receipt / Change of Control Put Option Receipt*) or such other form as may from time to time be agreed between the relevant Issuer and the Principal Paying Agent and distributed to each Paying Agent;

**"Code"** means the U.S. Internal Revenue Code of 1986, as amended;

**"Clearing Systems"** means Clearstream, Luxembourg and Euroclear;

**"Clearstream, Luxembourg"** means Clearstream Banking, société anonyme, Luxembourg;

**"Client Money Rules"** means the FCA Rules in relation to client money and its distribution from time to time;

**"Common Safekeeper"** means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper;

**"Common Service Provider"** means a person nominated by the ICSDs to perform the role of common service provider;

**"FATCA Withholding"** means any withholding or deduction 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, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto;

**"FCA Rules"** means the rules established by the Financial Conduct Authority in the Financial Conduct Authority's Handbook of rules and guidance from time to time;

**"ICSDs"** means Clearstream, Luxembourg and Euroclear;

**"Issuer-ICSDs Agreements"** means the agreements between each Issuer and the ICSDs with respect to the settlement in the ICSDs of Notes in new global note form or Note Certificates to be held under the NSS;

**"Local Banking Day"** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city in which the Principal Paying Agent has its Specified Office;

**"Local Time"** means the time in the city in which the Principal Paying Agent has its Specified Office;

**"Master Global Note"** means a Master Temporary Global Note or a Master Permanent Global Note;

**"Master Global Registered Note"** means a Global Registered Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent, on behalf of the relevant Issuer, as to the details of the Tranche of Notes to which it will relate;
- (c) authentication by or on behalf of the Registrar; and
- (d) in the case of an Note Certificate to be held under the NSS, effectuation by or on behalf of the Common Safekeeper;

**"Master Permanent Global Note"** means a Permanent Global Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus (or relevant parts thereof, as the case may be) in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent, on behalf of the relevant Issuer, as to the details of the Tranche of Notes to which it will relate;
- (c) authentication by or on behalf of the Principal Paying Agent; and
- (d) in the case of an NGN Permanent Global Note, effectuation by or on behalf of the Common Safekeeper;

**"Master Temporary Global Note"** means a Temporary Global Note which is complete except that it requires:

- (a) a copy of the Final Terms or Drawdown Prospectus (or relevant parts thereof, as the case may be) in respect of the Tranche of Notes to which it will relate to be attached thereto;
- (b) completion by the Principal Paying Agent, on behalf of the relevant Issuer, as to the details of the Tranche of Notes to which it will relate;
- (c) authentication by or on behalf of the Principal Paying Agent; and
- (d) in the case of an NGN Temporary Global Note, effectuation by or on behalf of the Common Safekeeper;

**"NSS" or "New Safekeeping Structure"** means a structure where a Global Registered Note which is registered in the name of a Common Safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and will be deposited on or about the issue date with the Common Safekeeper for Euroclear and/or Clearstream, Luxembourg;

**"Put Option Notice"** means a notice of exercise relating to the put option contained in Condition 9(e) (*Redemption at the option of Noteholders*), substantially in the form set

out in Schedule 4 (*Form of Put Option Notice / Change of Control Put Option Notice*) or such other form as may from time to time be agreed between the relevant Issuer and the Principal Paying Agent and distributed to each Paying Agent;

**"Put Option Receipt"** means a receipt delivered by a Paying Agent in relation to a Definitive Note or a Note Certificate which is the subject of a Put Option Notice, substantially in the form set out in Schedule 5 (*Form of Put Option Receipt / Change of Control Put Option Receipt*) or such other form as may from time to time be agreed between the relevant Issuer and the Principal Paying Agent and distributed to each Paying Agent;

**"Register"** has the meaning set out in Clause 4 (*Transfers of Registered Notes*);

**"Regulations"** means the regulations concerning the transfer of Registered Notes as the same may from time to time be promulgated by the Issuers and approved by the Registrar (the initial regulations being set out in Schedule 6 (*Regulations Concerning Transfers and Registration of Registered Notes*));

**"Relevant Agreement"** means an Agreement between the relevant Issuer, the Guarantor (if applicable) and any Dealer(s) for the sale by the relevant Issuer and the purchase by such Dealer(s) of any Notes;

**"Relevant Law"** means any law or regulation or agreements entered into by the parties with any Authority or between two or more Authorities;

**"Replacement Agent"** means the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) or, in respect of any Tranche of Notes, the Agent named as such in the relevant Final Terms;

**"Required Agent"** means any Paying Agent (which may be the Principal Paying Agent) or Transfer Agent (which expression shall include, for the purposes of this definition only, the Registrar) which is the sole remaining Paying Agent or (as the case may be) Transfer Agent with its Specified Office in any city where a listing authority, stock exchange and/or quotation system by which the Notes are admitted to listing, trading and/or quotation requires there to be a Paying Agent, or, as the case may be Transfer Agent;

**"Specified Office"** of any Agent means the office specified against its name in Schedule 2 (*The Specified Offices of the Agents*) or, in the case of any Agent not originally party hereto, specified in its terms of appointment (or, in the case of a Calculation Agent which is a Dealer, specified for the purposes of clause 9 (*Calculation Agent*) of the Dealer Agreement) or such other office in the same city or town as such Agent may specify by notice to the Issuers and the other parties hereto in accordance with Clause 13.8 (*Change in Specified Offices*);

**"Tax"** means any present or future taxes, duties, assessments, withholdings, deductions, liabilities or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax; and

**"Trustee"** includes all persons for the time appointed trustee or trustees under the Trust Deed.

## 1.2 **Records**

Any reference in this Agreement to the records of an ICSD shall be to the records that each of the ICSDs holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD).

## 1.3 **Clauses and Schedules**

Any reference in this Agreement to a Clause or a sub-clause or a Schedule is, unless otherwise stated, to a clause or a sub-clause hereof or a schedule hereto.

## 1.4 **Principal and interest**

In this Agreement, any reference to principal or interest includes any additional amounts payable in relation thereto under the Conditions.

## 1.5 **Other agreements**

All references in this Agreement to an agreement, instrument or other document (including the Dealer Agreement, the Trust Deed, the Base Prospectus and any Drawdown Prospectus or part thereof) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, restated, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Notes, each reference in this Agreement to the Base Prospectus shall be construed as a reference to the Base Prospectus as supplemented and/or amended by the relevant Final Terms.

## 1.6 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

## 1.7 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

## 1.8 **Drawdown Prospectus**

Any reference in this Agreement to Final Terms shall, in the case of a series of Notes which is the subject of a Drawdown Prospectus be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus.

## 2. **APPOINTMENT OF THE AGENTS**

### 2.1 **Appointment**

The Issuers and the Guarantor, and for the purposes of Clause 7.8 (*Agents to act for the Trustee*) only, the Trustee appoint each of the Agents at their respective Specified



Offices as their agent in relation to the Notes for the purposes specified in this Agreement and in the Conditions.

## 2.2 Acceptance of appointment

Each of the Agents accepts its appointment as agent of the Issuers and the Guarantor, and for the purposes of Clause 7.8 (*Agents to act for the Trustee*) only, the Trustee in relation to the Notes and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement.

## 2.3 Obligations several

The obligations of the Agents are several and not joint.

## 3. ISSUANCE OF NOTES

### 3.1 Issuance procedure

Upon the conclusion of any Relevant Agreement, the relevant Issuer shall, as soon as practicable but in any event, not later than 5.00 p.m. (Local time) on the third Local Banking Day prior to the proposed Issue Date:

- 3.1.1 *Confirmation of terms*: confirm in writing to the Principal Paying Agent, or, if such Relevant Agreement relates to Registered Notes, the Registrar (copied to the Principal Paying Agent) all such information as the Principal Paying Agent, or, as the case may be, the Registrar may require to carry out its functions under this Agreement and in particular, whether customary eurobond or medium term note settlement and payment procedures will apply to the relevant Tranche or Series, as the case may be, and (if one or more Master Global Notes are or a Master Global Registered Note is to be used), such details as are necessary to enable it to complete a duplicate of each relevant Master Global Note or the Master Global Registered Note and (if medium term note settlement and payment procedures are to apply) the account of the relevant Issuer to which payment should be made;
- 3.1.2 *Final Terms*: deliver a copy, duly executed, of the Final Terms in relation to the relevant Tranche or Series, as the case may be, to the Principal Paying Agent, or, as the case may be, the Registrar (copied to the Principal Paying Agent); and
- 3.1.3 *Global Notes*: unless a Master Global Note is to be used and the relevant Issuer shall have provided such document to the Principal Paying Agent pursuant to Clause 3.2 (*Master Global Notes and Master Global Registered Notes*), ensure that there is delivered to the Principal Paying Agent an appropriate Global Note (in unauthenticated (and, if applicable, uneffectuated) form but executed on behalf of the relevant Issuer and otherwise complete) in relation to the relevant Tranche.
- 3.1.4 *Global Registered Notes*: unless a Master Global Registered Note is to be used and the relevant Issuer shall have provided such documents to the Registrar pursuant to Clause 3.2 (*Master Global Notes and Master Global Registered Notes*), ensure that there is delivered to the Registrar an appropriate Global

Registered Note (in unauthenticated (and, if applicable, uneffectuated) form but executed on behalf of the relevant Issuer and otherwise complete) in relation to each relevant Tranche.

### 3.2 **Master Global Notes and Master Global Registered Notes**

Each Issuer shall prior to the Issuer Date deliver to the Principal Paying Agent a stock of Master Temporary Global Notes and Master Permanent Global Notes and/or, to the Registrar, the Master Global Registered Notes.

### 3.3 **Authentication, effectuation and delivery of Global Notes and Global Registered Notes**

Immediately before the issue of any Global Note or Global Registered Note, the Principal Paying Agent (or its agent on its behalf) or, as the case may be, the Registrar (or an agent on its behalf), shall authenticate it. Following authentication of any Global Note or Global Registered Note, the Principal Paying Agent or, as the case may be, the Registrar shall:

3.3.1 *Medium term note settlement procedures:* in the case of a Tranche or Series, as the case may be, of Notes which is not syndicated among two or more Dealers but which is intended to be cleared through a clearing system, on the Local Banking Day immediately preceding its Issue Date deliver each relevant Global Note or Global Registered Note to the relevant depository for Euroclear and/or Clearstream, Luxembourg (which in the case of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS shall be a specified Common Safekeeper) or to the relevant depository for such other clearing system as shall have been agreed between the relevant Issuer and the Principal Paying Agent or, as the case may be, the Registrar and:

- (a) instruct the clearing systems to whom (or to whose depository or Common Safekeeper) each relevant Global Note or Global Registered Note has been delivered, to credit the underlying Notes represented by such Global Note or Global Registered Note to the securities account(s) at such clearing systems that have been notified to the Principal Paying Agent or, as the case may be, the Registrar by the relevant Issuer, on a delivery against payment basis or, if specifically agreed between them, on a delivery free of payment basis; and
- (b) in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, or a Global Registered Note to be held under the NSS, instruct the Common Safekeeper to effectuate the Global Note or Global Registered Note (provided that, if the Principal Paying Agent is the Common Safekeeper, the Principal Paying Agent shall effectuate the Global Note or Global Registered Note).

3.3.2 *Eurobond settlement procedures:* in the case of a Tranche or Series, as the case may be, of Notes which is syndicated among two or more Dealers, at or about the time on the Issue Date specified in the Relevant Agreement deliver each relevant Global Note or Global Registered Note to, or to the order of, the

Mandated Dealer at such place as shall be specified in the Relevant Agreement or such other time, date and/or place as may have been agreed between the relevant Issuer, the Mandated Dealer and the Principal Paying Agent or, as the case may be, the Registrar (*provided that* in the case of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS it must be delivered to a specified Common Safekeeper together with instructions to the Common Safekeeper to effectuate the Global Note or Global Registered Note), against the delivery to the Principal Paying Agent (on behalf of the relevant Issuer) of such acknowledgement of receipt as shall be agreed in writing in connection with the closing procedure for the relevant Tranche or Series, as the case may be; or

3.3.3 *Other settlement procedures:* otherwise, at such time, on such date, deliver each relevant Global Note or Global Registered Note to such person and in such place as may have been agreed between the relevant Issuer and the Principal Paying Agent or, as the case may be, the Registrar (*provided that* in the case of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS it must be delivered to a specified Common Safekeeper together with instructions to the Common Safekeeper to effectuate the Global Note or Global Registered Note).

### 3.4 **Repayment of advance**

If the Principal Paying Agent should pay an amount (an "**advance**") to the relevant Issuer or Guarantor in the belief that a payment has been or will be received from a Dealer, and if such payment is not received by the Principal Paying Agent on the date that the Principal Paying Agent pays the relevant Issuer or the Guarantor, the relevant Issuer (or, in default, the Guarantor) shall forthwith repay the advance (unless prior to such repayment the payment is received from the Dealer) and shall pay interest on such amount which shall accrue (as well after as before judgment) on the basis of a year of 365 days (366 days in the case of a leap year) in the case of an advance paid in sterling or 360 days in the case of an advance paid in any other currency and, in either case, the actual number of days elapsed from the date of payment of such advance until the earlier of (i) repayment of the advance or (ii) receipt by the Principal Paying Agent of the payment from the Dealer, and at the rate per annum which is the aggregate of one per cent. per annum and the rate specified by the Principal Paying Agent as reflecting its cost of funds for the time being in relation to the unpaid amount. For the avoidance of doubt, the Principal Paying Agent shall not be obliged to pay any amount to the relevant Issuer if it has not received satisfactory confirmation, in its sole discretion, that it is to receive such an amount from the relevant Dealer.

### 3.5 **Delivery of Permanent Global Note**

The relevant Issuer shall, in relation to each Tranche of Notes which is represented by a Temporary Global Note which is due to be exchanged for a Permanent Global Note in accordance with its terms, ensure that there is delivered to the Principal Paying Agent not less than five Local Banking Days before the relevant Temporary Global Note becomes exchangeable therefor, the Permanent Global Note (in unauthenticated (and, if applicable, uneffectuated) form, but executed by the relevant Issuer and otherwise complete) in relation thereto unless a Master Permanent Global Note is to be used and the relevant Issuer has provided a Master Permanent Global Note to the Principal

Paying Agent pursuant to Clause 3.2 (*Master Global Notes and Master Global Registered Notes*). The Principal Paying Agent shall authenticate and deliver such Permanent Global Note in accordance with the terms hereof and of the relevant Temporary Global Note and, in the case of an NGN Permanent Global Note, instruct the Common Safekeeper to effectuate the Permanent Global Note.

### **3.6 Delivery of Definitive Notes or Individual Note Certificates**

The relevant Issuer shall, in relation to each Tranche of Notes which is represented by a Global Note or Global Registered Note which is due to be exchanged for Definitive Notes or Individual Note Certificates in accordance with its terms, ensure that there is delivered to the Principal Paying Agent or the Registrar, as the case may be, not less than ten Local Banking Days before the relevant Global Note or Global Registered Note becomes exchangeable therefor, the Definitive Notes or Individual Note Certificates, as the case may be, (in unauthenticated form but executed by the relevant Issuer and otherwise complete) in relation thereto. The Principal Paying Agent or the Registrar, as the case may be, shall authenticate and deliver such Definitive Notes or Individual Note Certificates in accordance with the terms hereof and of the relevant Global Note or Global Registered Note.

### **3.7 Coupons**

Where any Definitive Notes are to be delivered in exchange for a Global Note, the Principal Paying Agent shall ensure that in the case of Definitive Notes with Coupons attached, such Definitive Notes shall have attached thereto only such Coupons as shall ensure that neither loss nor gain of interest shall accrue to the bearer thereof upon such exchange.

### **3.8 Duties of Principal Paying Agent, Registrar and Replacement Agent**

Each of the Principal Paying Agent, Registrar and the Replacement Agent shall hold in safe custody all unauthenticated Temporary Global Notes, Permanent Global Notes or Definitive Notes (including any Coupons attached thereto), Global Registered Notes or Individual Note Certificates delivered to it in accordance with this Clause 2.3 and Clause 5 (*Replacement Notes and Coupons*) and shall ensure that they (or, in the case of Master Global Notes or Master Global Registered Notes, copies thereof) are authenticated, effectuated (if applicable) and delivered only in accordance with the terms hereof, of the Conditions and, if applicable, the relevant Note. The Issuers shall ensure that each of the Principal Paying Agent, Registrar and the Replacement Agent holds sufficient Notes, Note Certificates or Coupons to fulfil its respective obligations under this Clause 2.3 and Clause 5 (*Replacement Notes and Coupons*) and each of the Principal Paying Agent, Registrar and the Replacement Agent undertakes to notify the relevant Issuer if it holds insufficient Notes, Note Certificates or Coupons for such purposes.

### **3.9 Authority to authenticate and effectuate**

Each of the Principal Paying Agent, Registrar and the Replacement Agent is authorised by the Issuers to authenticate and, if applicable, effectuate such Temporary Global Notes, Permanent Global Notes, Definitive Notes, Global Registered Notes and Individual Note Certificates as may be required to be authenticated or, as the case may

be, effectuated hereunder by the signature of any of their respective officers or any other person duly authorised for the purpose by the Principal Paying Agent, Registrar or (as the case may be) the Replacement Agent.

### 3.10 Exchange of Temporary Global Note

On each occasion on which a portion of a Temporary Global Note is exchanged for a portion of a Permanent Global Note or, as the case may be, for Definitive Notes, the Principal Paying Agent shall:

- 3.10.1 *CGN Temporary Global Note*: in the case of a CGN Temporary Global Note, note or procure that there is noted on the Schedule to the CGN Temporary Global Note the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGN Temporary Global Note (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and
- 3.10.2 *NGN Temporary Global Note*: in the case of an NGN Temporary Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal amount of the NGN Temporary Global Note (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged).

The Principal Paying Agent shall cancel or procure the cancellation of each Temporary Global Note against surrender of which full exchange has been made for a Permanent Global Note or Definitive Notes or, in the case of an NGN Temporary Global Note exchangeable for an NGN Permanent Global Note, instruct the Common Safekeeper to destroy such NGN Temporary Global Note.

### 3.11 Exchange of Permanent Global Note

On each occasion on which a Permanent Global Note is exchanged for Definitive Notes, the Principal Paying Agent shall:

- 3.11.1 *CGN Permanent Global Note*: in the case of a CGN Permanent Global Note, note or procure that there is noted on the Schedule to the CGN Permanent Global Note the aggregate principal amount thereof so exchanged and shall procure the signature of such notation on its behalf; and
- 3.11.2 *NGN Permanent Global Note*: in the case of an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged.

The Principal Paying Agent shall cancel or procure the cancellation of each Permanent Global Note against surrender of which full exchange has been made for Definitive Notes.

### 3.12 **Exchange of Global Registered Note**

If a Global Registered Note becomes exchangeable for Individual Note Certificates in accordance with its terms, the Registrar shall authenticate and deliver to each person designated by Clearstream, Luxembourg or Euroclear (as applicable) an Individual Note Certificate in accordance with the terms of this Agreement and the Global Registered Note. The Registrar shall cancel or procure the cancellation of each Global Registered Note with respect to which full exchange has been made for Individual Note Certificates.

### 3.13 **Delivery of Coupon sheets by the relevant Issuer**

The relevant Issuer shall, in relation to any Definitive Notes to which a Talon is attached upon the initial delivery thereof, on each occasion on which a Talon becomes exchangeable for further Coupons, not less than five Local Banking Days before the date on which the final Coupon comprised in any Coupon sheet (which includes a Talon) matures (the "**Talon Exchange Date**"), ensure that there is delivered to the Principal Paying Agent such number of Coupon sheets as may be required in order to enable the Paying Agents to fulfil their obligation under Clause 3.14 (*Delivery of Coupon Sheets by Paying Agents*).

### 3.14 **Delivery of Coupon sheets by Paying Agents**

The relevant Paying Agent shall, against the presentation and surrender of any Talon, on or after the Talon Exchange Date in respect of such Talon, deliver a Coupon sheet *provided, however, that* if any Talon is presented and surrendered for exchange to a Paying Agent and the Replacement Agent has delivered a replacement therefor such Paying Agent shall as soon as reasonably practicable notify the relevant Issuer of such presentation and surrender and shall not exchange against the same unless and until it is so instructed by the relevant Issuer. After making such exchange, the Paying Agent shall cancel each Talon surrendered to it and in respect of which a Coupon sheet shall have been delivered and shall (if such Paying Agent is not the Principal Paying Agent) deliver the same to the Principal Paying Agent.

### 3.15 **Changes in Dealers**

The Issuers undertake to notify the Principal Paying Agent and the Registrar of any changes in the identity of the Dealers appointed generally in respect of the Programme and the Principal Paying Agent agrees to notify the other Agents thereof as soon as reasonably practicable thereafter.

### 3.16 **Election of Common Safekeeper**

The Issuers hereby authorise and instruct the Principal Paying Agent to elect an ICSD to be Common Safekeeper for each issue of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS in relation to which one of the ICSDs must be Common Safekeeper. From time to time, the Issuers and the Principal Paying Agent may agree to vary this election. The Issuers acknowledge that in connection with the election of either of the ICSDs as Common Safekeeper any such election is subject to the right of the ICSDs to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees

that no liability shall attach to the Principal Paying Agent in respect of any such election made by it.

### 3.17 **Defaulted Notes**

If on the Issue Date, the relevant Dealer does not pay the full purchase price due from it in respect of any Note (the “**Defaulted Note**”) and, as a result, the Defaulted Note remains in the Principal Paying Agent’s distribution account with the relevant Clearing System after the Issue Date, the Principal Paying Agent shall notify the relevant Issuer as soon as reasonably practicable of the failure of the Dealer to pay the full purchase price due from it in respect of any Defaulted Note. If, by the third Business Day following the Issue Date, the Dealer has not paid the full purchase price due from it in respect of a Defaulted Note, the Issuer shall provide instructions to the Principal Paying Agent for the immediate transfer of such Defaulted Note to another account. If by the close of business on the third Business Day following the Issue Date, the Issuer does not provide an instruction to the Principal Paying Agent to deliver the Defaulted Note from the Principal Paying Agent’s distribution account to another account, the Principal Paying Agent shall arrange for the cancellation of the Defaulted Note and the Principal Paying Agent shall notify the relevant Issuer promptly thereafter.

## 4. **TRANSFERS OF REGISTERED NOTES**

### 4.1 **Maintenance of the Register**

The Registrar shall maintain in relation to the Registered Notes a register (the “**Register**”), which shall be kept at its Specified Office in accordance with the Conditions and be made available by the Registrar to the relevant Issuer and, if applicable, the Guarantor, the Trustee and the other Agents for inspection and for the taking of copies or extracts therefrom at all reasonable times during normal business hours. The Register shall show the aggregate principal amount, serial numbers and dates of issue of Note Certificates, the names and addresses of the initial Holders thereof and the dates of all transfers to, and the names and addresses of, all subsequent Holders thereof, all cancellations of Note Certificates and all replacements of Note Certificates.

### 4.2 **Registration of Transfers in the Register**

The Registrar shall receive requests for the transfer of Registered Notes in accordance with the Conditions and the Regulations and shall make the necessary entries in the Register.

### 4.3 **Transfer Agents to receive requests for Transfers of Registered Notes**

Each of the Transfer Agents shall receive requests for the transfer of Registered Notes in accordance with the Conditions and the Regulations and assist, if required, in the issue of new Note Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the Registrar of:

- 4.3.1 the aggregate principal amount of the Registered Notes to be transferred;
- 4.3.2 the name(s) and addresses to be entered on the Register of the Holder(s) of the new Note Certificate(s) to be issued in order to give effect to such transfer; and

4.3.3 the place and manner of delivery of the new Note Certificate(s) to be delivered in respect of such transfer,

and shall forward the Note Certificate(s) relating to the Registered Notes to be transferred (with the relevant form(s) of transfer duly completed) to the Registrar with such notification.

## 5. REPLACEMENT NOTES AND COUPONS

### 5.1 Delivery of replacements

Subject to receipt of sufficient Temporary Global Notes, Permanent Global Notes, Definitive Notes, Coupons, Global Registered Notes and Individual Note Certificates in accordance with Clause 3.8 (*Duties of Principal Paying Agent, Registrar and Replacement Agent*), the Replacement Agent shall, upon and in accordance with the instructions (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity) of the relevant Issuer but not otherwise, authenticate (if necessary) and deliver a Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as the case may be, as a replacement for any of the same which has been mutilated or defaced or which has or has been alleged to have been destroyed, stolen or lost *provided, however, that:*

5.1.1 *Surrender or destruction:* no Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as the case may be, shall be delivered as a replacement for any of the same which has been mutilated or defaced otherwise than against surrender of the same or, in the case of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS, appropriate confirmation of destruction from the Common Safekeeper; and

5.1.2 *Effectuation:* any replacement NGN Temporary Global Note or NGN Permanent Global Note or a Global Registered Note to be held under the NSS shall be delivered to the Common Safekeeper together with instructions to effectuate it.

The Replacement Agent shall not issue a replacement for any of the same until the applicant has furnished the Replacement Agent with such evidence and indemnity as the relevant Issuer, the Guarantor (if applicable) and/or the Replacement Agent may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement.

### 5.2 Replacements to be numbered

Each replacement Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate delivered hereunder shall bear a unique certificate or (as the case may be) serial number.

### 5.3 Cancellation of mutilated or defaced Notes

The Replacement Agent shall cancel each mutilated or defaced Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or



Individual Note Certificate surrendered to it and in respect of which a replacement has been delivered.

#### **5.4 Notification**

The Replacement Agent shall notify the relevant Issuer, the Guarantor (if applicable), the Trustee and the other Agents of the delivery by it in accordance herewith of any replacement Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate specifying the serial number thereof and the certificate or (as the case may be) serial number (if any and if known) of the Note which it replaces and confirming (if such be the case) that the Note which it replaces has been cancelled and (if such is the case) destroyed in accordance with Clause 5.5 (*Destruction*).

#### **5.5 Destruction**

Unless the relevant Issuer and, if applicable, the Guarantor instruct otherwise, the Replacement Agent shall destroy each mutilated or defaced Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate surrendered to and cancelled by it and in respect of which a replacement has been delivered and shall on written request furnish the relevant Issuer and, if applicable, the Guarantor with a certificate as to such destruction specifying the certificate or serial numbers (if any) of the Temporary Global Note, Permanent Global Note, Definitive Notes (distinguishing between different denominations), in numerical sequence and the total number by payment or maturity date of Coupons (distinguishing Talons), Global Registered Note or Individual Note Certificates, so destroyed. In the case of an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS which has been destroyed by the Common Safekeeper, the Replacement Agent shall furnish on written request the relevant Issuer and, if applicable, the Guarantor with a copy of the confirmation of destruction received by it from the Common Safekeeper.

### **6. PAYMENTS TO THE PRINCIPAL PAYING AGENT**

#### **6.1 Relevant Issuer or Guarantor to pay Principal Paying Agent**

In order to provide for the payment of principal and interest in respect of the Notes as the same becomes due and payable, the relevant Issuer (failing which the Guarantor (if applicable)) shall pay to the Principal Paying Agent (i) for same day currencies, on the due date; or (ii) in any other case, by such earlier time as may be determined by the Principal Paying Agent in its absolute discretion before the due date, an amount equal to the amount of principal and/or (as the case may be) interest falling due in respect of the Notes on such date in same day, freely transferable immediately available, cleared funds.

#### **6.2 Manner and time of payment**

Each amount payable by the relevant Issuer or, as the case may be, the Guarantor under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) above shall be paid unconditionally by credit transfer in the currency in which the Notes of the relevant Series are denominated or, if different, payable and in immediately available,

freely transferable, cleared funds not later than 10.00 a.m. (Local Time), for same day currencies, on the relevant day or by such earlier time as may be determined by the Principal Paying Agent in its absolute discretion, to such account with such bank as the Principal Paying Agent may from time to time by notice to the relevant Issuer or, as the case may be, the Guarantor have specified for the purpose.

The relevant Issuer or (as the case may be) the Guarantor shall, before 10a.m. (Local Time) on the second Local Banking Day before the due date of each payment by it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) above, procure that the bank effecting payment for it confirms by tested telex or authenticated SWIFT message to the Principal Paying Agent the payment instructions relating to such payment. If the Principal Paying Agent determines in its absolute discretion that payment in accordance with this Clause 6.2 is required to be made earlier, it will provide the Issuer (with a copy to the Trustee) with no less than 21 days' prior notice in writing of such requirement.

### 6.3 **Relevant Issuer or Guarantor right to redirect**

In the event that an Issuer or the Guarantor determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the relevant Issuer or the Guarantor, as the case may be, shall give notice of that fact to the Principal Paying Agent and the Trustee as soon as it becomes aware of the requirement to make the withholding or deduction and the relevant Issuer or the Guarantor, as the case may be, will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding **provided that** any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The relevant Issuer or, as the case may be, the Guarantor, will promptly notify the Principal Paying Agent and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 6.3.

### 6.4 **Exclusion of liens and interest**

The Principal Paying Agent shall be entitled to deal with each amount paid to it under this Clause 6 in the same manner as other amounts paid to it as a banker, and not subject to the UK Financial Conduct Authority Client Money Rules by its customers *provided, however, that:*

6.4.1 *Liens:* it shall not exercise against the relevant Issuer or, if applicable, the Guarantor or the Trustee any lien, right of set-off or similar claim in respect thereof; and

6.4.2 *Interest:* it shall not be liable to any person for interest thereon.

No money held by any Agent need be segregated except as required by law. Each Agent holds all money as banker and not as trustee subject to the terms of this Agreement and as a result such money will not be held in accordance with the Client Money Rules.

## 6.5 **Application by Principal Paying Agent**

The Principal Paying Agent shall apply each amount paid to it hereunder in accordance with Clause 7 (*Payments to Noteholders*) and shall not be obliged to repay any such amount unless the claim for the relevant payment becomes void under Condition 14 (*Prescription*) or otherwise ceases in accordance with the Conditions, in which event it shall refund at the written request of the relevant Issuer or, as the case may be, the Guarantor, such portion of such amount as relates to such payment by paying the same by credit transfer to such account with such bank as the relevant Issuer or, as the case may be, the Guarantor has by written notice to the Principal Paying Agent specified for the purpose.

## 6.6 **Failure to receive payment**

If the Principal Paying Agent has not:

6.6.1 Notification: by 12.00 noon (Local Time) on the second Local Banking Day before the due date of any payment to it under Clause 6.1 (*Issuer or Guarantor to pay the Principal Paying Agent*), (or by such earlier time as may be reasonably determined by the Principal Paying Agent in its absolute discretion) received confirmation of the relevant payment instructions referred to in Clause 6.2 (*Manner and time of payment*); or

6.6.2 Payment: by 10.00 a.m. (Local Time) on the due date for same day currencies, or, by such earlier time as may be determined by the Principal Paying Agent in its absolute discretion, of any payment received the full amount payable under Clause 6.1 (*Issuer or Guarantor to pay the Principal Paying Agent*),

it shall as soon as reasonably practicable notify the Issuer, the Guarantor, the Trustee and each other Paying Agent. If the Principal Paying Agent subsequently receives confirmation of such payment instructions, it shall as soon as reasonably practicable notify the Issuer, the Guarantor, the Trustee and each other Paying Agent.

## 7. **PAYMENTS TO NOTEHOLDERS**

### 7.1 **Payments by Paying Agents**

The Principal Paying Agent or each other Paying Agent acting through its respective Specified Office shall make payments of interest or, as the case may be, principal in respect of Notes in accordance with the Conditions applicable thereto (and, in the case of a Temporary Global Note, a Permanent Global Note or a Global Registered Note, the terms thereof) *provided, however, that*:

7.1.1 *Replacements*: if any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall as soon as reasonably practicable notify the relevant Issuer of such presentation or surrender and shall not make payment against the same until it is so instructed by the relevant Issuer and has received the amount to be so paid;

7.1.2 *No obligation:* a Paying Agent shall not be obliged (but shall be entitled) to make payments of principal or interest in respect of the Notes, if:

- (a) in the case of the Principal Paying Agent, it has not received the full amount of any payment due to it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) in same day, freely transferable, immediately available, cleared funds; or

in the case of any other Paying Agent:

- (i) it has been notified in accordance with Clause 6.6 (*Failure to receive payment*) that confirmation of the relevant payment instructions has not been received, unless it is subsequently notified that confirmation of such payment instructions has been received; or
- (ii) it is not able to establish that the Principal Paying Agent has received (whether or not at the due time) the full amount of any payment due to it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*);

7.1.3 *Cancellation:* each Paying Agent shall:

- (a) cancel or procure the cancellation of each Temporary Global Note, Permanent Global Note, Definitive Note (in the case of early redemption, together with such unmatured Coupons or unexchanged Talons as are attached to or are surrendered with it at the time of such redemption), or, as the case may be, Coupon against surrender of which it has made full payment and shall (if such Paying Agent is not the Principal Paying Agent) deliver or procure the delivery of each Temporary Global Note, Permanent Global Note, Definitive Note (together with as aforesaid) or Coupon so cancelled by it to the Principal Paying Agent and, in the case of full payment in respect of an NGN Temporary Global Note or an NGN Permanent Global Note, the Principal Paying Agent shall instruct the Common Safekeeper to destroy the relevant Global Note; and
- (b) cancel or procure the cancellation of each Global Registered Note or Individual Note Certificate against surrender of which it has made full payment and shall deliver or procure the delivery of each Global Registered Note or Individual Note Certificate so cancelled to the Registrar; and

7.1.4 *Recording of payments:* upon any payment being made in respect of the Notes represented by a Temporary Global Note or a Permanent Global Note, the relevant Paying Agent shall:

- (a) in the case of a CGN Temporary Global Note or a CGN Permanent Global Note, enter or procure that there is entered on the Schedule thereto (or, in the absence of a Schedule, on the face thereof) the amount of such payment and, in the case of payment of principal, the remaining

principal amount of the Notes represented by such Global Note (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid) and shall procure the signature of such notation on its behalf; and

- (b) in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their records to reflect the amount of such payment and, in the case of payment of principal, the remaining principal amount of the Notes represented by such Global Note (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid).

7.1.5 *Agent's Entitlement to Withhold:* Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement and the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the relevant Issuer or the Guarantor (as the case may be) the amount so deducted or withheld, in which case, the relevant Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this sub-clause 7.1.5.

7.1.6 *Notice of any Withholding or Deduction:* The relevant Issuer or the Guarantor (as the case may be) shall notify each Agent in the event that it determines that any payment to be made by an Agent under any Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the relevant Issuer's and Guarantor's obligation under this sub-clause 7.1.6 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, such Notes, or both.

7.1.7 *Information Reporting:* Each party (other than the Trustee) shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or any Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this sub-clause 7.1.7 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would

or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this sub-clause 7.1.7 "**Applicable Law**" shall be deemed to include (i) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature.

## 7.2 **Exclusion of liens and commissions**

No Paying Agent shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 7.1 (*Payments by Paying Agents*) in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

## 7.3 **Reimbursement by Principal Paying Agent**

If a Paying Agent other than the Principal Paying Agent makes any payment in accordance with Clause 7.1 (*Payments by Paying Agents*):

7.3.1 *Notification*: it shall notify the Principal Paying Agent and, in the case of a Global Registered Note or an Individual Note Certificate, the Registrar of the amount so paid by it, the certificate or serial number (if any) of the Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate against presentation or surrender of which payment of principal or interest was made and (if applicable) the number of Coupons by maturity against which payment of interest was made; and

7.3.2 *Payment*: subject to and to the extent of compliance by the relevant Issuer, or as the case may be, the Guarantor with Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) (whether or not at the due time), the Principal Paying Agent shall pay to such Paying Agent out of the funds received by it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*), by credit transfer in immediately available, freely transferable, immediately available, cleared funds to such account with such bank as such Paying Agent may by notice to the Principal Paying Agent have specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

## 7.4 **Appropriation by Principal Paying Agent**

If the Principal Paying Agent makes any payment in accordance with Clause 7.1 (*Payments by Paying Agents*), it shall be entitled to appropriate for its own account out of the funds received by it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) an amount equal to the amount so paid by it.

## 7.5 **Reimbursement by Relevant Issuer or Guarantor**

Subject to sub-clauses 7.1.1 (*Payments by Paying Agents – Replacements*) and 7.1.2 (*Payments by Paying Agents – No obligation*) if any Paying Agent makes a payment in respect of Notes at a time at which the Principal Paying Agent has not received the full

amount of the relevant payment due to it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*), and the Principal Paying Agent is not able out of the funds received by it under Clause 6.1 (*Relevant Issuer or Guarantor to pay Principal Paying Agent*) to reimburse such Paying Agent therefor (whether by payment under Clause 7.3 (*Reimbursement by Principal Paying Agent*) or appropriation under 7.4 (*Appropriation by Principal Paying Agent*)), the relevant Issuer, failing which the Guarantor (if applicable), shall from time to time on demand pay to the Principal Paying Agent for the account of such Paying Agent:

7.5.1 *Unfunded amount*: the amount so paid out by such Paying Agent and not so reimbursed to it; and

7.5.2 *Funding cost*: interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount;

*provided, however, that any payment made under sub-clause 7.5.1 (Reimbursement by Relevant Issuer or Guarantor – Unfunded amount) shall satisfy pro tanto the relevant Issuer's and, if applicable, the Guarantor's obligations under Clause 6.1 (Relevant Issuer or Guarantor to pay Principal Paying Agent).*

## 7.6 **Interest**

Interest shall accrue for the purpose of sub-clause 7.5.2 (*Reimbursement by Relevant Issuer or Guarantor – Funding cost*) (as well after as before judgment) on the basis of a year of 365 days (366 days in the case of a leap year) in the case of an amount paid in sterling or 360 days in the case of an amount paid in any other currency and, in either case, the actual number of days elapsed and at the rate per annum certified by the Principal Paying Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

## 7.7 **Partial payments**

If at any time and for any reason a Paying Agent makes a partial payment in respect of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate presented or surrendered for payment to or to the order of that Paying Agent, such Paying Agent shall:

7.7.1 *Endorsement*: in the case of a CGN Temporary Global Note, CGN Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate endorse thereon a statement indicating the amount and date of such payment; and

7.7.2 *ICSDs' records*: in the case of an NGN Temporary Global Note or an NGN Permanent Global Note, instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their respective records to reflect such partial payments.

## 7.8 Agents to act for the Trustee

If any Event of Default or Potential Event of Default occurs, the Agents shall, if so required by written notice given by the Trustee to the relevant Issuer, the Guarantor (if applicable) and the Agents (or such of them as are specified by the Trustee):

- 7.8.1 act thereafter, until otherwise instructed by the Trustee, as the agents of the Trustee in relation to payments to be made by or on behalf of the Trustee under the Trust Deed on the terms provided in this Agreement (with consequential amendments as necessary and save that the Trustee's liability for the indemnification, remuneration, and payment of expenses of any of the Agents shall be limited to the amounts for the time being held by the Trustee on the trusts of the Trust Deed relating to the relevant Notes and available to the Trustee for such purpose) and thereafter to hold all Notes, Coupons and Talons and all sums, documents and records held by them in respect of Notes, Coupons and Talons on behalf of the Trustee; and/or
- 7.8.2 deliver up all Notes, Coupons and Talons and all sums, documents and records held by them in respect of Notes, Coupons and Talons to the Trustee or as the Trustee shall direct in such notice; *provided, however, that* such notice shall not be deemed to apply to any document or record which the any Agent is obliged not to release by any law or regulation.

## 8. MISCELLANEOUS DUTIES OF THE AGENTS

### 8.1 Records

The Principal Paying Agent or, as the case may be, the Registrar shall:

- 8.1.1 *Records*: separately in respect of each Series of Notes, maintain a record of, in the case of the Principal Paying Agent, all Temporary Global Notes, Permanent Global Notes, Definitive Notes, Coupons and, in the case of the Registrar, all Note Certificates delivered hereunder and of their redemption, payment, exchange, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement *provided, however, that* no record need be maintained of the serial numbers of Coupons (save insofar as that a record shall be maintained of the serial numbers of unmatured Coupons and/or unexchanged Talons missing at the time of redemption or other cancellation of the relevant Definitive Notes and, in the case of Coupons, of any subsequent payments against such Coupons) and shall send as soon as reasonably practicable to the other Paying Agents a list of any unmatured Coupons and/or unexchanged Talons missing upon redemption of the relevant Definitive Note;
- 8.1.2 *Certifications*: separately in respect of each Series of Notes, maintain a record of all certifications received by it in accordance with the provisions of any Temporary Global Note and all certifications received by it in accordance with Clause 8.3 (*Cancellation*);
- 8.1.3 *Rate of exchange*: upon request by the relevant Issuer, or as the case may be, the Guarantor, inform the relevant Issuer, or as the case may be, the Guarantor of the spot rate of exchange quoted by it for the purchase of the currency in



which the relevant Notes are denominated against payment of euro (or such other currency specified by the relevant Issuer or, as the case may be, the Guarantor) on the date on which the Relevant Agreement in respect of such Notes was made; and

- 8.1.4 *Inspection*: make such records available for inspection at all reasonable times during normal business hours by the relevant Issuer, the Guarantor (if applicable), the Trustee and the other Agents.

## 8.2 **Information from Paying Agents**

The Paying Agents shall make available to the Principal Paying Agent and the Registrar such information as may reasonably be required for:

- 8.2.1 the maintenance of the records referred to in Clause 8.1 (*Records*); and
- 8.2.2 the Principal Paying Agent and the Registrar to perform the duties set out in Schedule 1 (*Duties under the Issuer-ICSDs Agreements*).

## 8.3 **Cancellation**

Each Issuer may from time to time deliver, to the Principal Paying Agent Definitive Notes and unmatured Coupons appertaining thereto and to the Registrar Note Certificates of which it, the Guarantor or any of their Subsidiaries is the Holder for cancellation, whereupon the Principal Paying Agent or, as the case may be, Registrar shall cancel the same and, if applicable, make the corresponding entries in the Register. In addition, each Issuer may from time to time:

- 8.3.1 *Principal Paying Agent*: procure the delivery to the Principal Paying Agent of a CGN Temporary Global Note or a CGN Permanent Global Note with instructions to cancel a specified aggregate principal amount of Notes represented thereby (which instructions shall be accompanied by evidence satisfactory to the Principal Paying Agent that the relevant Issuer is entitled to give such instructions) whereupon the Principal Paying Agent shall note or procure that there is noted on the Schedule to such CGN Temporary Global Note or (as the case may be) CGN Permanent Global Note the aggregate principal amount of Notes so to be cancelled and the remaining principal amount thereof (which shall be the previous principal amount thereof less the aggregate principal amount of the Notes so cancelled) and shall procure the signature of such notation on its behalf; or
- 8.3.2 *ICSDs*: instruct the Principal Paying Agent to cancel a specified aggregate principal amount of Notes represented by an NGN Temporary Global Note or an NGN Permanent Global Note (which instructions shall be accompanied by evidence satisfactory to the Principal Paying Agent that the relevant Issuer is entitled to give such instructions) whereupon the Principal Paying Agent shall instruct the ICSDs (in accordance with the provisions of Schedule 1 (*Duties under the Issuer-ICSDs Agreements*)) to make appropriate entries in their respective records to reflect such cancellation.

#### 8.4 **Definitive Notes and Coupons in issue**

As soon as reasonably practicable (and in any event within three months) after each interest or other payment date in relation to any Series of Notes, after each date on which Notes are cancelled in accordance with Clause 8.3 (*Cancellation*), and after each date on which the Notes fall due for redemption in accordance with the Conditions, the Principal Paying Agent shall notify the relevant Issuer, the Guarantor (if applicable), the Trustee and the other Paying Agents (on the basis of the information available to it and distinguishing between the Notes of each Series) of the number of any Definitive Notes and/or the number of Coupons (by reference to maturity) against presentation or surrender of which payment has been made and of the number of any Definitive Notes (distinguishing between different denominations) or, as the case may be, Coupons which have not yet been presented or surrendered for payment.

#### 8.5 **Note Certificates in issue**

As soon as reasonably practicable (and in any event within three months) after each date on which Notes fall due for redemption and only if requested by the relevant Issuer to do so, the Registrar shall notify the relevant Issuer and the Trustee of the serial numbers and principal amount of any Note Certificates against surrender of which payment has been made and of the serial numbers and principal amount of any Note Certificates (and the names and addresses of the Holders thereof) which have not yet been surrendered for payment.

#### 8.6 **Destruction**

The Principal Paying Agent or, as the case may be, the Registrar:

- 8.6.1 *Cancelled Notes*: may destroy each Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate cancelled by it (or cancelled by another Paying Agent or Replacement Agent and delivered to it) in accordance with Clause 3.10 (*Exchange of Temporary Global Note*), Clause 3.11 (*Exchange of Permanent Global Note*), Clause 3.12 (*Exchange of Global Registered Note*), Clause 3.14 (*Delivery of Coupon sheets by Paying Agents*), Clause 5.3 (*Cancellation of mutilated or defaced Notes*) or sub-clause 7.1.3 (*Payments by Paying Agents – Cancellation*) or Clause 8.3 (*Cancellation*), in which case it shall, upon written request, furnish the relevant Issuer and, if applicable, the Guarantor with a certificate as to such destruction distinguishing between the Notes of each Series and specifying the certificate or serial numbers of the Temporary Global Note, Permanent Global Note, Definitive Notes, Global Registered Note and Individual Note Certificates in numerical sequence (and, in the case of Definitive Notes, containing particulars of any unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith) and the total number by payment or maturity date of Coupons (distinguishing Talons) so destroyed;
- 8.6.2 *Destruction by Common Safekeeper*: may instruct the Common Safekeeper to destroy each NGN Temporary Global Note and NGN Permanent Global Note or a Global Registered Note to be held under the NSS in accordance with Clause 3.10 (*Exchange of Temporary Global Note*), 3.11 (*Exchange of*

*Permanent Global Note*), 3.12 (*Exchange of Global Registered Note*) or Clause 7.1 (*Payments by Paying Agents*) or Clause 8.3 (*Cancellation*) in which case, upon receipt of confirmation of destruction from the Common Safekeeper, the Principal Paying Agent or, as the case may be, the Registrar, shall upon written request furnish the relevant Issuer and, if applicable, the Guarantor with a copy of such confirmation (provided that, if the Principal Paying Agent or the Registrar (as applicable) is the Common Safekeeper, the Principal Paying Agent or the Registrar (as applicable) shall destroy each NGN Temporary Global Note, NGN Permanent Global Note and/or Global Registered Note held under the NSS in accordance with Clause 3.10 (*Exchange of Temporary Global Note*), 3.11 (*Exchange of Permanent Global Note*), Clause 3.12 (*Exchange of Global Registered Note*), Clause 7.1 (*Payments by Paying Agents*) or Clause 8.3 (*Cancellation*) and furnish the relevant Issuer and, if applicable, the Guarantor with confirmation of such destruction); and

- 8.6.3 *Notes electronically delivered to the Common Safekeeper:* where it has delivered any authenticated Global Note or Global Registered Note to a Common Safekeeper for effectuation using electronic means, is authorised and instructed to destroy the authenticated Global Note or Global Registered Note retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note or Global Registered Note has been effectuated.

## 8.7 **Voting Certificates and Block Voting Instructions**

Each Paying Agent shall, at the request of the Holder of any Bearer Note held in a clearing system, issue Voting Certificates and Block Voting Instructions in a form and manner which comply with the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) to the Trust Deed (except that it shall not be required to issue the same less than 48 hours before the time fixed for any Meeting therein provided for). Each Paying Agent shall keep a full record of Voting Certificates and Block Voting Instructions issued by it and will give to the relevant Issuer, the Guarantor (if applicable) and the Trustee not less than 24 hours before the time appointed for any Meeting or adjourned Meeting full particulars of all Voting Certificates and Block Voting Instructions issued by it in respect of such meeting or adjourned Meeting.

## 8.8 **Forms of Proxy and Block Voting Instructions**

The Registrar shall, at the request of the Holder of any Registered Note held in a clearing system, issue Forms of Proxy and Block Voting Instructions in a form and manner which comply with the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) to the Trust Deed (except that it shall not be required to issue the same less than 48 hours before the time fixed for any Meeting therein provided for). The Registrar shall keep a full record of Forms of Proxy and Block Voting Instructions issued by it and will give to the relevant Issuer, the Guarantor (if applicable) and the Trustee not less than 24 hours before the time appointed for any Meeting or adjourned Meeting full particulars of all Forms of Proxy and Block Voting Instructions issued by it in respect of such meeting or adjourned Meeting.

## 8.9 Provision of documents

8.9.1 The Issuers and, in relation to sub-clauses (b) (*Documents for inspection*) and (c) (*Tax redemption*) below, the Guarantor (if applicable), shall provide to the Principal Paying Agent (for distribution among the Paying Agents):

- (a) *Specimens*: at the same time as it is required to deliver any Definitive Notes pursuant to Clause 3.6 (*Delivery of Definitive Notes or Individual Note Certificates*), specimens of such Notes;
- (b) *Documents*: sufficient copies of all documents required to be available as provided in the Base Prospectus or Drawdown Prospectus (as the case may be) or, in relation to any Notes, the Conditions; and
- (c) *Tax redemption*: in the event that the provisions of Condition 9(b) (*Redemption for tax reasons*) become relevant in relation to any Notes, the documents required thereunder;

8.9.2 The Registrar shall provide the Principal Paying Agent with all such information as the Principal Paying Agent may reasonably require in order to perform the obligations set out in Clause 8.11 (*Notifications and filings*) hereof.

## 8.10 Documents available for inspection

Each of the Paying Agents shall make available copies during normal business hours at its Specified Office such documents as may be specified as so available at the specified office of such agent in the Base Prospectus or Drawdown Prospectus (as the case may be) or, in relation to any Notes, the Conditions, or as may be required by any listing authority, stock exchange and/or quotation system by which any Notes may from time to time be admitted to listing, trading and/or quotation.

## 8.11 Notifications and filings

The Principal Paying Agent shall (on behalf of, and at the expense and request of the Issuers and the Guarantor) make all necessary notifications and filings as may be required from time to time in relation to the issue, purchase and redemption of Notes by all Applicable Laws, regulations and guidelines and, in particular but without limitation, those promulgated by, Japanese governmental or regulatory authorities, in the case of Notes denominated in Japanese Yen and the Bank of England, in the case of Notes denominated in sterling. Save as aforesaid, the Issuers and the Guarantor, as the case may be, shall be solely responsible for ensuring that each Note to be issued or other transactions to be effected hereunder shall comply with all applicable laws and regulations of any governmental or other regulatory authority and that all necessary consents and approvals of, notifications to and registrations and filings with, any such authority in connection therewith are effected, obtained and maintained in full force and effect.

## 8.12 Completion of distribution

The Principal Paying Agent, or as the case may be, the Registrar agrees with the Issuers and the Guarantor that, in relation to any Tranche or Series, as the case may be, of Notes which is sold to or through more than one Dealer, to the extent that it is notified by each

relevant Dealer that the distribution of the Notes of that Tranche or Series purchased by such Relevant Dealer is complete, it will notify all the Relevant Dealers of the completion of distribution of the Notes of that Tranche or Series.

#### **8.13 Forwarding of communications**

Each Agent shall promptly forward to the relevant Issuer and, if applicable, the Guarantor a copy of any notice or communication addressed to the relevant Issuer or the Guarantor which is received by such Agent.

#### **8.14 Publication of notices**

The Principal Paying Agent shall, upon and in accordance with the instructions of the relevant Issuer and/or the Guarantor (if applicable) and/or the Trustee and at the expense of the relevant Issuer (failing which the Guarantor (if applicable)), but not otherwise, arrange for the publication in accordance with the Conditions of any notice which is to be given to the Holders of any Notes (having been provided with a copy of the same) and shall supply a copy thereof to each other Agent. For the avoidance of doubt, while the Notes are held through the clearing systems, a notice will be deemed to have been given to holders if such notice is sent to the clearing systems for publication to holders.

#### **8.15 Issuer-ICSDs Agreements**

The Principal Paying Agent and Registrar shall comply with the provisions set out in Schedule 1 (*Duties under the Issuer-ICSDs Agreements*).

### **9. EARLY REDEMPTION AND EXERCISE OF OPTIONS**

#### **9.1 Exercise of call or other option**

If the relevant Issuer intends (other than consequent upon an Event of Default) to redeem all or any of the Notes prior to their stated maturity date or to exercise any other option under the Conditions, it shall, not less than 14 days prior to the latest date for the publication of the notice of redemption or of exercise of such option required to be given to the Holders of any Notes, give notice of such intention to the Principal Paying Agent, the Registrar (in respect of Registered Notes) and the Trustee stating the date on which such Notes are to be redeemed or such option is to be exercised.

#### **9.2 Exercise of put option**

Each Paying Agent shall make available to Noteholders during the period specified in Condition 9(e) (*Redemption and Purchase - Redemption at the option of Noteholders*) for the deposit of Put Option Notices forms of Put Option Notice upon request during usual business hours at its Specified Office. Upon receipt by a Paying Agent of a duly completed Put Option Notice and, in the case of a Put Option Notice relating to Definitive Notes or Individual Note Certificates, such Definitive Notes and Individual Note Certificates in accordance with Condition 9(e) (*Redemption at the option of Noteholders*), such Paying Agent shall notify the relevant Issuer and (in the case of a Paying Agent other than the Principal Paying Agent) the Principal Paying Agent thereof indicating the certificate or serial numbers (if any) and principal amount of the Notes in respect of which the Put Option is exercised. Any such Paying Agent with which a

Definitive Note or Individual Note Certificate is deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder and shall hold such Definitive Note or Individual Note Certificate on behalf of the depositing Noteholder (but shall not, save as provided below or in the Conditions, release it) until the Optional Redemption Date (Put), when it shall present such Definitive Note or Individual Note Certificate to itself for payment of the redemption moneys therefor and interest (if any) accrued to such date in accordance with the Conditions and Clause 7 (*Payments to Noteholders*) and pay such amounts in accordance with the directions of the Noteholder contained in the Put Option Notice; *provided, however, that* if, prior to the Optional Redemption Date (Put), such Definitive Note or Notes evidenced by such Individual Note Certificate become immediately due and payable or upon due presentation of such Definitive Note or Individual Note Certificate payment of such redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall, in the case of a Definitive Note, hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt and, in the case of an Individual Note Certificate, mail such Note Certificate by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice. For so long as any outstanding Definitive Note is held by a Paying Agent in accordance with the preceding sentence, the depositor of the relevant Definitive Note, and not the relevant Paying Agent, shall be deemed to be the bearer of such Definitive Note for all purposes. Any Paying Agent which receives a Put Option Notice in respect of Notes represented by a Permanent Global Note or a Global Registered Note shall make payment of the relevant redemption moneys and interest accrued to the Optional Redemption Date (Put) in accordance with the Conditions, Clause 7 (*Payments to Noteholders*) and the terms of the Permanent Global Note or Global Registered Note, as the case may be.

### 9.3 Exercise of change of control put option

Each Paying Agent shall make available to Noteholders during the period specified in Condition 9(f) (*Redemption and Purchase – Change of Control Put Option*) for the deposit of Change of Control Put Option Notices forms of Change of Control Put Option Notice upon request during usual business hours at its Specified Office. Upon receipt by a Paying Agent of a duly completed Change of Control Put Option Notice and, in the case of a Change of Control Put Option Notice relating to Definitive Notes or Individual Note Certificates, such Definitive Notes and Individual Note Certificates in accordance with 9(f) (*Redemption and Purchase – Change of Control Put Option*), such Paying Agent shall notify the relevant Issuer and (in the case of a Paying Agent other than the Principal Paying Agent) the Principal Paying Agent thereof indicating the certificate or serial numbers (if any) and principal amount of the Notes in respect of which the Change of Control Put Option is exercised. Any such Paying Agent with which a Definitive Note or Individual Note Certificate is deposited shall deliver a duly completed Change of Control Put Option Receipt to the depositing Noteholder and shall hold such Definitive Note or Individual Note Certificate on behalf of the depositing Noteholder (but shall not, save as provided below or in the Conditions, release it) until the Optional Redemption Date (Change of Control), when it shall present such Definitive Note or Individual Note Certificate to itself for payment of the redemption moneys therefor and interest (if any) accrued to such date in accordance with the

Conditions and Clause 7 (*Payments to Noteholders*) and pay such amounts in accordance with the directions of the Noteholder contained in the Change of Control Put Option Notice; provided, however, that if, prior to the Optional Redemption Date (Change of Control), such Definitive Note or Notes evidenced by such Individual Note Certificate become immediately due and payable or upon due presentation of such Definitive Note or Individual Note Certificate payment of such redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Change of Control Put Option Notice and shall, in the case of a Definitive Note, hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Change of Control Put Option Receipt and, in the case of an Individual Note Certificate, mail such Note Certificate by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant Change of Control Put Option Notice. For so long as any outstanding Definitive Note is held by a Paying Agent in accordance with the preceding sentence, the depositor of the relevant Definitive Note, and not the relevant Paying Agent, shall be deemed to be the bearer of such Definitive Note for all purposes. Any Paying Agent which receives a Change of Control Put Option Notice in respect of Notes represented by a Permanent Global Note or a Global Registered Note shall make payment of the relevant redemption moneys and interest accrued to the Optional Redemption Date (Change of Control) in accordance with the Conditions, Clause 7 (*Payments to Noteholders*) and the terms of the Permanent Global Note or Global Registered Note, as the case may be.

#### 9.4 **Details of exercise**

At the end of any applicable period for the exercise of such option or, as the case may be, not later than seven days after the latest date for the exercise of such option in relation to a particular date, each Paying Agent shall:

- 9.4.1 in the case of the exercise of an option in respect of a Permanent Global Note or a Definitive Note, promptly notify the Principal Paying Agent of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate or, as the case may be, serial numbers and the Principal Paying Agent shall promptly notify such details to the relevant Issuer and the Trustee; and
- 9.4.2 in the case of the exercise of an option in respect of a Global Registered Note or an Individual Note Certificate, promptly notify the Registrar of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate or, as the case may be, serial numbers and the Registrar shall promptly notify such details to the relevant Issuer and the Trustee.

### 10. **APPOINTMENT AND DUTIES OF THE CALCULATION AGENT**

#### 10.1 **Appointment**

The relevant Issuer and, if applicable, the Guarantor, and for the purposes of Clause 7.8 (*Agents to act for the Trustee*) only, the Trustee appoint the Principal Paying Agent at its specified office as Calculation Agent in relation to each Series of Notes in respect

of which it is named as such in the relevant Final Terms for the purposes specified in this Agreement and in the Conditions and all matters necessarily incidental thereto.

## 10.2 Acceptance of appointment

The Principal Paying Agent accepts its appointment as Calculation Agent in relation to each Series of Notes in respect of which it agrees to be named as such in the relevant Final Terms and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be necessarily incidental thereto. The Principal Paying Agent acknowledges and agrees that it shall be named in the relevant Final Terms as Calculation Agent in respect of each Series of Notes unless the Dealer (or one of the Dealers) through whom such Notes are issued has agreed with the relevant Issuer and, if applicable, the Guarantor to act as Calculation Agent or the relevant Issuer and, if applicable, the Guarantor otherwise agrees to appoint another institution as Calculation Agent.

## 10.3 Calculations and determinations

The Calculation Agent shall in respect of each Series of Notes in relation to which it is appointed as such:

- 10.3.1 *Determinations*: obtain such quotes and rates and/or make such determinations, calculations, adjustments, notifications and publications as may be required to be made by it by the Conditions at the times and otherwise in accordance with the Conditions;
- 10.3.2 *Records*: maintain a record of all quotations obtained by it and of all amounts, rates and other items determined or calculated by it and make such records available for inspection at all reasonable times during normal business hours by the relevant Issuer, the Guarantor (if applicable) and the Agents; and
- 10.3.3 Neither the Calculation Agent nor the Trustee shall be responsible to the Issuer or any third party for any failure of the Reference Banks to fulfil their duties or meet their obligations as Reference Banks or, in the case of the Calculation Agent (except in the event of the Calculation Agent's own gross negligence, wilful default or fraud), as a result of the Calculation Agent having acted on any certificate given by any Reference Bank which subsequently may be found to be incorrect.

## 11. FEES AND EXPENSES

### 11.1 Fees

The Issuers (or relevant Issuer, as the case may be), failing which the Guarantor (if applicable), shall pay to the Principal Paying Agent for the account of the Agents (other than the Calculation Agent) such fees and expenses in advance as may have been separately agreed in writing between the Issuers (or relevant Issuer, as the case may be) and the Principal Paying Agent from time to time in respect of the services of the Agents (other than the Calculation Agent) hereunder (plus any applicable value added tax). The relevant Issuer, failing which the Guarantor (if applicable), shall pay to any Calculation



Agent such fees as may separately be agreed in writing between the relevant Issuer and such Calculation Agent from time to time in respect of its services hereunder (plus any applicable value added tax).

## 11.2 **Costs**

The Issuers (or relevant Issuer, as the case may be), failing which the Guarantor (if applicable), shall also pay on written demand all out-of-pocket expenses incurred by it in the negotiation, preparation and execution of this Agreement, and shall on demand reimburse each Agent for all expenses (including, without limitation, legal fees, and any advertising, publication, communication, courier, postage and other out-of-pocket expenses) incurred by the Agents in connection with their services under the Conditions and this Agreement.

## 11.3 **Taxes**

The Issuers (or relevant Issuer, as the case may be), failing which the Guarantor (if applicable), shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Agreement and any letters of appointment under which any Agent is appointed as agent hereunder. All payments by the Issuers or the Guarantor under this Clause 11 or Clause 12.3 (*Indemnity in favour of the Agents*) shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any Relevant Jurisdiction (as defined in the Terms and Conditions) or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the relevant Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the relevant Agent of such amounts as would have been received by it if no such withholding or deduction had been required.

## 12. **TERMS OF APPOINTMENT**

### 12.1 **Rights and Powers**

The Agents may, in connection with its services hereunder:

12.1.1 *Absolute owner*: except as ordered by a court of competent jurisdiction or as required by law or otherwise instructed by the Issuers and notwithstanding any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof, but subject to sub-clause 7.1.1 (*Payments by Paying Agents – Replacements*), treat the Holder of any Note or Coupon as the absolute owner thereof and make payments thereon accordingly;

12.1.2 *Correct terms*: may assume that the terms of each Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate as issued are correct;

12.1.3 *Determination by Issuer*: refer any question relating to the ownership of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon,

Global Registered Note or Individual Note Certificate or the adequacy or sufficiency of any evidence supplied in connection with the replacement of any of the same to the relevant Issuer for determination by the relevant Issuer and rely upon any determination so made;

- 12.1.4 *Genuine documents*: rely upon the terms of any notice, communication or other document reasonably believed by it to be genuine;
- 12.1.5 *Advisers*: (at the Issuers' expense (or the relevant Issuer's expense, as the case may be), failing which the Guarantor's expense (if applicable), in accordance with Clause 11.2 (*Costs*)), after prior written consent of the Issuer, if practicable and legally permissible to do so, consult on any matter relating to or in connection with its appointment or the exercise of its functions under this Agreement with any adviser selected by such Agent, who may be an employee of or an adviser to either Issuers or the Guarantor and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion;
- 12.1.6 *Expense or liability*: treat itself as being released from any obligation to take any action under this Agreement (i) which is illegal or contrary to applicable law or regulation or (ii) which it reasonably expects will result in any expense, loss, charge or liability accruing to it, the payment of which or adequate indemnity against which within a reasonable time is not, in its reasonable opinion, assured to it; and
- 12.1.7 *Instructions*: in the event that an Agent receives conflicting, unclear or equivocal instructions, (i) such Agent shall be entitled not to take any action until such instructions have been resolved or clarified to its satisfaction and such Agent shall not be or become liable in any way to any person for any failure to comply with any such conflicting, unclear or equivocal instructions or in order to comply with any Applicable Law; and (ii) such Agent shall as soon as reasonably practicable inform the Issuer thereof.

## 12.2 **Extent of Duties**

Each Agent shall only be obliged to perform the duties set out herein and no other duties or obligations shall be implied of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement or the Conditions against the Agents. No Agent shall:

- 12.2.1 *Fiduciary duty*: be under any fiduciary duty or other obligation towards or have any relationship of agency or trust for or with any person other than the Issuers (or relevant Issuer, as the case may be), the Guarantor (if applicable) and, for the purposes of Clause 7.8 (*Agents to act for the Trustee*) only, the Trustee; or
- 12.2.2 *Own funds*: be under any duty to expend its own funds; or
- 12.2.3 *Monitoring*: be responsible to monitor compliance by any other party or take steps to ascertain whether any relevant event under this Agreement or any other

Transaction Document has occurred and no Agent shall be liable for loss arising from breach by that party or any such event; or

12.2.4 *Liability*: be liable to any person for any matter or thing done or omitted in any way in connection with this Agreement save in relation to its own gross negligence, wilful default or fraud; or

12.2.5 *Enforceability of any Notes*: be responsible for or liable in respect of the legality, validity or enforceability of any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Global Registered Note or Individual Note Certificate or any act or omission of any other person (including, without limitation, any other Agent), or

12.2.6 *Purchases*: and none of its affiliates shall be prevented from purchasing, holding and disposing of Notes, Coupons and Talons and each Agent and each of its affiliates may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with any holders of Notes, Coupons or Talons or with any other person in the same manner as if such Agent had not been appointed as the agent of the relevant Issuer and the Guarantor (if applicable) in relation to the Notes.

### 12.3 **Indemnity in favour of the Agents**

Each Issuer (severally in relation to Notes issued or to be issued by itself only, but otherwise jointly and severally) and the Guarantor (jointly and severally) shall indemnify on demand each Agent, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses properly paid or incurred in disputing or defending any of the foregoing) that it may incur or that may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its functions, other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 11.1 (*Fees*) except as may result from such Agent's gross negligence, wilful default or fraud or that of its officers or employees. The indemnity in this Clause 12.3 shall survive the termination or expiry of this Agreement and the resignation and/or removal of an Agent.

### 12.4 **Consequential damages disclaimer**

Notwithstanding any provision of this Agreement to the contrary, the Agents shall not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, goodwill, business reputation or opportunity), whether or not foreseeable, even if the Agent has been advised of the likelihood of such loss or damage.

### 12.5 **Indemnity in favour of the Issuers and Guarantor**

Each Agent shall severally indemnify each Issuer and, if applicable, the Guarantor against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result of the gross negligence, wilful default or fraud of such Agent or of their respective officers, directors or employees.

## 12.6 **Illegality disclaimer**

Notwithstanding anything else herein contained, each Agent may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to, the European Union, the United States of America or, in each case, any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

## 12.7 **Right to disclose information**

Each Agent will treat information relating to or provided by the Issuers as confidential, but (unless consent is prohibited by law) the Issuers consents to the processing, transfer and disclosure by any Agent of any information relating to or provided by the Issuers to any Citi organisation and any agents of any Agent and third parties (including service providers) selected by any of them, wherever situated (together, the “**Authorised Recipients**”), for confidential use (including without limitation in connection with the provision of any service and for data processing, statistical and risk analysis purposes and for compliance with Applicable Law) provided that each Agent has ensured or shall ensure that each such Authorised Recipient to which it provides such confidential information is aware that such information is confidential and should be treated accordingly. Each Agent and Citi organisation, agent or third party referred to above may also transfer and disclose any such information as is required or requested by, or to, any court, legal process, Applicable Law or Authority, including an auditor of any party and including any payor or payee as required by Applicable Law, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system. The Issuers (a) acknowledge that the transfers permitted by this Clause may include transfers to jurisdictions which do not have strict data protection or data privacy laws; and (b) represent that they have provided to and secured from any person regarding whom it has provided information to any Agent any notices, consents and waivers necessary to permit the processing, transfer and disclosure of that information as permitted by this Clause and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to any Agent in the future.

## 13. **CHANGES IN AGENTS**

### 13.1 **Resignation**

Any Agent may resign its appointment as the agent of the Issuers and the Guarantor hereunder and/or in relation to any Series of Notes upon the expiration of not less than 30 days' notice to that effect by such Agent to the Issuers and the Guarantor (with a copy to the Trustee and, in the case of an Agent other than the Principal Paying Agent, to the Principal Paying Agent and in the case of an Agent other than the Registrar, to the Registrar) *provided, however, that:*

- 13.1.1 *Payment date:* if in relation to any Series of Notes any such resignation which would otherwise take effect less than 30 days before or after the maturity date or other date for redemption of such Series or any interest or other payment date

in relation to any such Series it shall not take effect, in relation to such Series only, until the thirtieth day following such date; and

- 13.1.2 *Successors*: in respect of any Series of Notes, in the case of the Principal Paying Agent, the Registrar, the Calculation Agent or the Required Agent, such resignation shall not be effective until a successor thereto has (with the prior written approval of the Trustee) been appointed by the relevant Issuer and, if applicable, the Guarantor as their agent in relation to such Series of Notes in accordance with Clause 13.4 (*Additional and successor agents*) or in accordance with Clause 13.5 (*Agents may appoint successors*) and notice of such appointment has been given in accordance with the Conditions.

## 13.2 **Revocation**

The Issuers and, if applicable, the Guarantor (acting together) may (with the prior written approval of the Trustee) revoke its appointment of any Agent as its agent hereunder and/or in relation to any Series of Notes by not less than thirty days' notice to that effect to such Agent (with a copy, in the case of an Agent other than the Principal Paying Agent, to the Principal Paying Agent and in the case of an Agent other than the Registrar, to the Registrar) *provided, however, that* in respect of any Series of Notes, in the case of the Principal Paying Agent, the Registrar, the Calculation Agent or any Required Agent, such revocation shall not be effective until a successor thereto has (with the prior written approval of the Trustee) been appointed by the Issuers and, if applicable, the Guarantor as their agent in relation to such Series of Notes and notice of such appointment has been given in accordance with the Conditions.

## 13.3 **Automatic termination**

The appointment of an Agent shall as soon as reasonably practicable terminate if such Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or a substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of such Agent, a receiver, administrator or other similar official of such Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law or a public officer takes charge or control of such Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

If the appointment of the Principal Paying Agent, Registrar, Calculation Agent or any Required Agent is terminated in accordance with this Clause 13.3, the Issuers and, if applicable, the Guarantor shall as soon as reasonably practicable appoint a successor in accordance with Clause 13.4 (*Additional and successor agents*).

## 13.4 **Additional and successor agents**

The Issuers and, if applicable, the Guarantor (acting together) may (with the prior written approval of the Trustee) appoint a successor Principal Paying Agent, registrar or calculation agent and additional or successor paying agents and transfer agents (any such successor or additional agent shall be a reputable and experienced financial

institution that complies with the eligibility requirements of the clearing systems) and shall as soon as reasonably practicable give notice of any such appointment to the continuing Agents, the Noteholders and the Trustee, whereupon the Issuers, if applicable, the Guarantor, the continuing Agents, the Trustee and the additional or successor principal paying agent, registrar, calculation agent, paying agent or transfer agent shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

### 13.5 Agents may appoint successors

If the Principal Paying Agent, Registrar, Calculation Agent or any Required Agent gives notice of its resignation in accordance with Clause 13.1 (*Resignation*) and by the tenth day before the expiry of such notice a successor has not been duly appointed in accordance with Clause 13.4 (*Additional and successor agents*), the Principal Paying Agent or (as the case may be), Registrar, Calculation Agent or Required Agent may itself and on behalf of the relevant Issuer and, if applicable, the Guarantor, following such consultation with the Issuers and, if applicable, the Guarantor as is practicable in the circumstances, and with the prior written approval of the Trustee, appoint at the Issuers' expense (failing which the Guarantor's expense), as its successor any reputable and experienced financial institution that complies with the eligibility requirements of the clearing systems and give notice of such appointment to the Issuers and, if applicable, the Guarantor, the remaining Agents and the Trustee, whereupon the Issuers, the Guarantor (if applicable), the remaining Agents, the Trustee and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

### 13.6 Release

Upon any resignation or revocation taking effect under Clause 13.1 (*Resignation*) or Clause 13.2 (*Revocation*) or any termination taking effect under Clause 13.3 (*Automatic termination*), the relevant Agent shall:

- 13.6.1 *Discharge*: be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to Clause 11.3 (*Taxes*), Clause 12 (*Terms of Appointment*) and Clause 13 (*Changes in Agents*));
- 13.6.2 *Principal Paying Agent's records*: in the case of the Principal Paying Agent, deliver to the Issuers and the Guarantor and its successor a copy, certified as true and up-to-date by an officer or authorised signatory of the Principal Paying Agent, of the records maintained by it in accordance with Clause 8.1 (*Records*);
- 13.6.3 *Calculation Agent's records*: in the case of any Calculation Agent, deliver to the Issuers and, if applicable, the Guarantor and its successor a copy, certified as true and up-to-date by an officer or authorised signatory of such Calculation Agent, of the records maintained by it in accordance with Clause 10 (*Appointment and Duties of the Calculation Agent*);

13.6.4 *Registrar's records*: in the case of the Registrar, deliver to the Issuers and, if applicable, the Guarantor and its successor a copy, certified as true and up-to-date by an officer or authorised signatory of the Registrar, of the records maintained by it in accordance with Clause 4.1 (*Maintenance of the Register*); and

13.6.5 *Moneys and papers*: as soon as reasonably practicable (upon payment to it of any amount due to it in accordance with Clause 11 (*Fees and Expenses*) or Clause 12.3 (*Indemnity in favour of the Agents*)) transfer all moneys and papers (including any unissued Notes held by it hereunder and any documents held by it pursuant to Clause 8.10 (*Documents available for inspection*)) to its successor and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.

### 13.7 **Merger**

Any legal entity into which any Agent or the Trustee is merged or converted or any legal entity resulting from any merger or conversion to which such Agent is a party shall, to the extent permitted by applicable law, be the successor to such Agent or, as the case may be, the Trustee without any further formality, whereupon the Issuers, the Guarantor (if applicable), the other Agents, the Trustee and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement. Notice of any such merger or conversion shall as soon as reasonably practicable be given by such successor to the Issuer, the Guarantor (if applicable), the Trustee, the other Agents and the Noteholders.

### 13.8 **Changes in Specified Offices**

If any Agent decides to change its Specified Office, it shall give notice to the Issuers and, if applicable, the Guarantor (with a copy to the Trustee and the other Agents) of the address of the new Specified Office stating the date on which such change is to take effect, which date shall be not less than 30 days after the date of such notice. The Issuers and, if applicable, the Guarantor shall at their own expense not less than 14 days prior to the date on which such change is to take effect (unless the appointment of the relevant Agent is to terminate pursuant to any of the foregoing provisions of this Clause 13 (*Changes in Agents*) on or prior to the date of such change) give notice thereof to the Noteholders.

## 14. **NOTICES**

### 14.1 **Addressees for notices**

All notices and communications hereunder shall be made in writing in the English language (by letter or email), shall be effective upon receipt by the addressee and shall be sent as follows:

14.1.1 if to the Issuers to them at:

Address: Atrium European Real Estate Limited  
11-15 Seaton Place

St Helier  
Jersey JE4 0QH  
Channel Islands

Email: ehawthorne@aere.com  
Attention: Ed Hawthorne

Address: Atrium Finance Issuer B.V.  
Strawinskylaan 1959, Tower I, 6th Floor  
1077 XX Amsterdam  
The Netherlands

Email: mkatz@aere.com  
Attention: Molly Katz

Address: Atrium Finance Limited  
Griva Digeni & Chrysanthou Mylona  
1, Panayides Court  
3030, Limassol  
Cyprus

Email: llouka@aere.com  
Attention: Loucas Louka

14.1.2 if to the Guarantor to it at:

Address: Atrium European Real Estate Limited  
11-15 Seaton Place  
St Helier  
Jersey JE4 0QH  
Channel Islands

Email: ehawthorne@aere.com  
Attention: Ed Hawthorne

14.1.3 if to the Trustee to it at:

Address: Citibank, N.A., London Branch  
Citigroup Centre  
Canary Wharf  
London  
E14 5LB

Fax: +44 203 0604796  
Email: emea.at.debt@citi.com  
Attention: Agency and Trust

14.1.4 if to the Principal Paying Agent, the Registrar, the Calculation Agent or a Transfer Agent to it at the address or e-mail address specified against its name in Schedule 2 (*The Specified Offices of the Agents*)



or, in any case, to such other address or email address or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

## 14.2 Effectiveness

Every notice or communication sent in accordance with Clause 14.1 (*Addressees for notices*) shall be effective as follows:

14.2.1 in the case of a letter, upon receipt by the addressee; and

14.2.2 in the case of an electronic communication, when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, **provided that** no delivery failure notification is received by the sender within 24 hours of sending such communication; **provided that** any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by electronic communication will be written legal evidence;

*provided, however, that* any such notice or communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

## 15. LAW AND JURISDICTION

### 15.1 Governing law

This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

### 15.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

### 15.3 Appropriate forum

The Issuers and the Guarantor agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

### 15.4 Rights of the Agents to take proceedings outside England

Notwithstanding Clause 15.2 (*English courts*), the Agents or the Trustee may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Agents or the Trustee may take concurrent Proceedings in any number of jurisdictions.

## 15.5 **Service of process**

Each of the Issuers and the Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Law Debenture Corporate Services Limited at Fifth Floor, 100 Wood Street, London, EC2V 7EX, or to such other person with an address in England or Wales and/or at such other address in England or Wales as the Issuers and/or the Guarantor may specify by notice in writing to the Agents and the Trustee. Nothing in this paragraph shall affect the right of any Agent or the Trustee to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

## 16. **MODIFICATION**

For the avoidance of doubt, this Agreement may be amended by further agreement among the parties hereto.

This Issuer agrees to deliver to the Agents a certificate as referred in Condition 7(e)(v) and for the avoidance of doubt, the Agents shall not be obliged so to concur with the Issuer in making any Benchmark Amendment (as defined in the Conditions) if in doing so it would have the effect of (i) exposing any Agents to any Liabilities against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agents.

## 17. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall constitute one and the same binding agreement between the parties.

## 18. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 19. **ENTIRE AGREEMENT**

- 19.1 This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.
- 19.2 Each party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.
- 19.3 So far as is permitted by law and except in the case of fraud, each party agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of

the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).

19.4 In Clauses 19.1 to 19.3 above, "this Agreement" includes any fee letters and all documents entered into pursuant to this Agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written.

## SCHEDULE 1 DUTIES UNDER THE ISSUER-ICSDS AGREEMENTS

In relation to each Tranche of Bearer Notes that are, or are to be, represented by an NGN Temporary Global Note or an NGN Permanent Global Note or a Global Registered Note to be held under the NSS, the Principal Paying Agent or the Registrar will comply with the following provisions:

1. *Initial issue outstanding amount:* The Principal Paying Agent or the Registrar will inform each of the ICSDs, through the Common Service Provider appointed by the ICSDs to service the Notes, of the initial issue outstanding amount (the "IOA") for such Tranche on or prior to the relevant Issue Date.
2. *Mark up or mark down:* If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers' interest in the Notes, the Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the Common Service Provider) to ensure (i) that the IOA of any NGN Temporary Global Notes or NGN Permanent Global Notes, as set out in the records of Euroclear and Clearstream, Luxembourg, or (ii) the IOA of any Global Registered Note held under the NSS, as reflected in the records of Euroclear and Clearstream, Luxembourg remains at all times accurate.
3. *Reconciliation of records:* The Principal Paying Agent or the Registrar will at least once every month reconcile its record of the IOA of the Notes with information received from the ICSDs (through the Common Service Provider) with respect to the IOA maintained by the ICSDs for the Notes and will promptly inform the ICSDs (through the Common Service Provider) of any discrepancies.
4. *Resolution of discrepancies:* The Principal Paying Agent or the Registrar will promptly assist the ICSDs (through the Common Service Provider) in resolving any discrepancy identified in the IOA of Notes any NGN Temporary Global Notes or NGN Permanent Global Notes or in the records reflecting the IOA of any Global Registered Note held under the NSS.
5. *Details of payments:* The Principal Paying Agent or the Registrar will promptly provide the ICSDs (through the Common Service Provider) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
6. *Change of amount:* The Principal Paying Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
7. *Notices to Noteholders:* The Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) copies of all information that is given to the Holders of the Notes.

8. *Communications from ICSDs:* The Principal Paying Agent or the Registrar will promptly pass on to the Issuers (or relevant Issuer, as the case may be) all communications it receives from the ICSDs directly or through the Common Service Provider relating to the Notes.
9. *Default:* The Principal Paying Agent or the Registrar will (to the extent known to it) promptly notify the ICSDs (through the Common Service Provider) of any failure by the relevant Issuer to make any payment or delivery due under the Notes when due.

**SCHEDULE 2**  
**THE SPECIFIED OFFICES OF THE AGENTS**

**The Principal Paying Agent and the Calculation Agent:**

Citibank, N.A., London Branch  
6th Floor, Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

Email: [ppapayments@citi.com](mailto:ppapayments@citi.com)/ [Ratefixing@citi.com](mailto:Ratefixing@citi.com)  
Attention: PPA Payments/ Calculation Agent

**The Registrar and Transfer Agent:**

Citibank, N.A., London Branch  
6th Floor, Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

Email: [registrar@citi.com](mailto:registrar@citi.com); [dtc.transfers@citi.com](mailto:dtc.transfers@citi.com)  
Attention: Registrar / Transfer Agent

**SCHEDULE 3**  
**FORM OF CALCULATION AGENT APPOINTMENT LETTER**

*[On letterhead of the Issuer]*

*[for use if the Calculation Agent is **not** a Dealer]*

[Date]

[Name of Calculation Agent]  
[Address]

Dear Sirs,

**Atrium European Real Estate Limited**  
**Atrium Finance Issuer B.V.**  
**Atrium Finance Limited**  
**€1,500,000,000**  
**Euro Medium Term Note Programme**  
*(Guaranteed by Atrium European Real Estate Limited in respect of Notes issued by Atrium Finance Issuer B.V. only)*

We refer to the issue and paying agency agreement dated 24 September 2020 entered into in respect of the above Euro Medium Term Note Programme (as amended or supplemented from time to time, the "**Agency Agreement**") between ourselves as Issuer, Atrium European Real Estate Limited as Guarantor, Citibank, N.A., London Branch as Trustee, Citibank, N.A., London Branch as Principal Paying Agent and certain other financial institutions named therein, a copy of which has been supplied to you by us.

All terms and expressions which have defined meanings in the Agency Agreement shall have the same meanings when used herein.

**EITHER**

[We hereby appoint you as Calculation Agent at your specified office detailed in the Confirmation as our agent in relation to *[specify relevant Series of Notes]* (the "**Notes**") upon the terms of the Agency Agreement for the purposes specified in the Agency Agreement and in the Conditions and all matters incidental thereto.]

**OR**

[We hereby appoint you as Calculation Agent at your specified office detailed in the Confirmation set out below as our agent in relation to each Series of Notes in respect of which you are named as Calculation Agent in the relevant Final Terms [or Drawdown Prospectus (as the case may be)] upon the terms of the Agency Agreement and (in relation to each such Series of Notes) in the Conditions and all matters incidental thereto.]

We hereby agree that, notwithstanding the provisions of the Agency Agreement or the Conditions, your appointment as Calculation Agent may only be revoked in accordance with

Clause 13.2 (*Revocation*) thereof if you have been negligent in the exercise of your obligations thereunder or have failed to exercise or perform your obligations thereunder.

Please complete and return to us the Confirmation on the copy of this letter duly signed by an authorised signatory confirming your acceptance of this appointment.

This letter and all non-contractual obligations arising out of or in connection with it are governed by English law and the provisions of Clause 15 (*Law and Jurisdiction*) of the Agency Agreement shall apply to this letter as if set out herein in full.

A person who is not a party to the agreement described in this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such agreement.

Yours faithfully

[Atrium European Real Estate Limited / Atrium Finance Issuer B.V. / Atrium Finance Limited]

By:

[Atrium European Real Estate Limited

By:]

#### *FORM OF CONFIRMATION*

#### **EITHER**

We hereby accept our appointment as Calculation Agent of the Issuer [and the Guarantor] in relation to the Notes, and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with, the Conditions and the provisions of the Agency Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

#### **OR**

We hereby accept our appointment as Calculation Agent of the Issuer[and the Guarantor] in relation to each Series of Notes in respect of which we are named as Calculation Agent in the relevant Final Terms [or Drawdown Prospectus], and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with (in relation to each such Series of Notes) the Conditions and the provisions of the Agency Agreement and, in connection therewith, shall take all such action as may be incidental thereto.



For the purposes of [the Notes] [each such Series of Notes] and the Agency Agreement our specified office and communication details are as follows:

Address: [ ]

Email: [ ]

Fax: [ ]

Attention: [ ]

[Calculation Agent]

By:

Date:

**SCHEDULE 4**  
**FORM OF PUT OPTION NOTICE / CHANGE OF CONTROL PUT OPTION NOTICE**

To: [Paying Agent]

**[ATRIUM EUROPEAN REAL ESTATE LIMITED / ATRIUM FINANCE ISSUER  
B.V. / ATRIUM FINANCE LIMITED]  
[GUARANTEED BY ATRIUM EUROPEAN REAL ESTATE LIMITED]  
€1,500,000,000  
Euro Medium Term Note Programme**

**[PUT OPTION NOTICE / CHANGE OF CONTROL PUT OPTION NOTICE]\***

**OPTION 1 (DEFINITIVE NOTES)** - [complete/delete as applicable]

By depositing this duly completed Notice with the above Paying Agent in relation to [specify relevant Series of Notes] (the "Notes") in accordance with Condition [9(e) (Redemption at the option of Noteholders) / 9(f) (Change of Control Put Option)], the undersigned Holder of the Notes specified below and deposited with this [Change of Control] Put Option Notice exercises its option to have such Notes redeemed in accordance with Condition [9(e) (Redemption at the option of Noteholders) / 9(f) (Change of Control Put Option)] on [date].

This Notice relates to the Note(s) bearing the following certificate numbers and in the following denominations:

Certificate Number	Denomination
.....	.....
.....	.....
.....	.....

**OPTION 2 (PERMANENT GLOBAL NOTE)** - [complete/delete as applicable]

By depositing this duly completed Notice with the above Paying Agent for the [specify relevant Series of Notes] (the "Notes") in accordance with Condition [9(e) (Redemption at the option of Noteholders) / 9(f) (Change of Control Put Option)] and the terms of the Permanent Global Note issued in respect of the Notes, the undersigned Holder of the Permanent Global Note

---

\* The Put Option Notice / Change of Control Put Option Notice, duly completed and executed, should be deposited at the specified office of any Paying Agent. If the relevant Notes are in definitive form or individual note certificate form, such Definitive Notes and all Coupons, or as the case may be, Individual Note Certificate relating thereto and maturing after the date fixed for redemption should be deposited with the Put Option Notice / Change of Control Put Option Notice. If the relevant Notes are in global form, the Put Option Notice / Change of Control Put Option Notice should be submitted in accordance with the operating rules and regulations of the relevant clearing system and, if possible, the relevant interests in the relevant Global Note should be blocked to the satisfaction of the relevant Paying Agent.

exercises its option to have [currency] [amount] of the Notes redeemed accordance with Condition [9(e) (*Redemption at the option of Noteholders*) / 9(f) (*Change of Control Put Option*)] on [date].

**OPTION 3 (INDIVIDUAL NOTE CERTIFICATES) - [complete/delete as applicable]**

By depositing this duly completed Notice with the above Paying Agent in relation to [specify relevant Series of Notes] (the "Notes") in accordance with Condition [9(e) (*Redemption at the option of Noteholders*) / 9(f) (*Change of Control Put Option*)], the undersigned Holder of the principal amount of Notes specified below and evidenced by the Individual Note Certificate(s) referred to below and presented with this [Change of Control] Put Option Notice exercises its option to have such Notes redeemed in accordance with Condition [9(e) (*Redemption at the option of Noteholders*) / 9(f) (*Change of Control Put Option*)] on [date].

This Notice relates to Note(s) in the aggregate principal amount of [currency]..... evidenced by Individual Note Certificates bearing the following serial numbers:

.....  
.....  
.....

**OPTION 4 (GLOBAL REGISTERED NOTE)**

By depositing this duly completed Notice with the above Paying Agent in relation to [specify relevant Series of Notes] (the "Notes") in accordance with Condition [9(e) (*Redemption at the option of Noteholders*) / 9(f) (*Change of Control Put Option*)], the undersigned Holder of the principal amount of Notes specified below exercises its option to have such Notes redeemed in accordance with Condition [9(e) (*Redemption at the option of Noteholders*) / 9(f) (*Change of Control Put Option*)] on [date].

This Notice relates to Note(s) in the aggregate principal amount of [currency].....

**[END OF OPTIONS]**

Payment should be made by [complete and delete as appropriate]:

- [[currency] cheque drawn on a bank in [currency centre] and in favour of [name of payee] and mailed at the payee's risk by uninsured airmail post to [name of addressee] at [addressee's address].]

**OR**

- [transfer to [details of the relevant account maintained by the payee] with [name and address of the relevant bank].]

**OPTION (INDIVIDUAL NOTE CERTIFICATES) - [complete/delete as applicable]**

If the Individual Note Certificates referred to above are to be returned to the undersigned in accordance with the Conditions and the Agency Agreement relating to the Notes, they should be returned by post to:

.....  
.....  
.....

The undersigned acknowledges that any Individual Note Certificates so returned will be sent by uninsured airmail post at the risk of the registered Holder.

Name of Holder: .....

Signature of Holder: .....

**[END OF OPTIONS]**

All notices and communications relating to this [Change of Control] Put Option Notice should be sent to the address specified below.

Name of Holder: .....

Contact details: .....

.....  
.....

Signature of Holder: .....

Date: .....

*[To be completed by Paying Agent:]*

Received by:.....

*[Signature and stamp of Paying Agent:]*

At its office at .....

.....

On .....

**THIS NOTICE WILL NOT BE VALID UNLESS ALL OF THE PARAGRAPHS  
REQUIRING COMPLETION HAVE BEEN DULY COMPLETED.**

**SCHEDULE 5**  
**FORM OF PUT OPTION RECEIPT / CHANGE OF CONTROL PUT OPTION RECEIPT**

**[ATRIUM EUROPEAN REAL ESTATE LIMITED / ATRIUM FINANCE ISSUER  
B.V. / ATRIUM FINANCE LIMITED]**

**€1,500,000,000**

Euro Medium Term Note Programme

**PUT OPTION RECEIPT / CHANGE OF CONTROL PUT OPTION RECEIPT<sup>†</sup>**

***OPTION 1 (DEFINITIVE NOTES)***

We hereby acknowledge receipt of a [Put Option Notice / Change of Control Put Option Notice] relating to [*specify relevant Series of Notes*] (the "**Notes**") having the certificate number(s) [and denomination(s)] set out below. We will hold such Note(s) in accordance with the terms of the Conditions of the Notes and the Agency Agreement dated [*date*] relating thereto.

In the event that, pursuant to such Conditions and the Agency Agreement, the depositor of such Note(s) becomes entitled to their return, we will return such Definitive Note(s) to the depositor against presentation and surrender of this [Put Option Receipt / Change of Control Put Option Receipt].

<b>Certificate Number</b>	<b>Denomination</b>
.....	.....
.....	.....
.....	.....

***OPTION 2 (INDIVIDUAL NOTE CERTIFICATES)***

We hereby acknowledge receipt of a [Put Option Notice / Change of Control Put Option Notice] relating to [*specify relevant Series of Notes*] (the "**Notes**") having the principal amount specified below and evidenced by the Individual Note Certificate(s) referred to below. We will hold such Individual Note Certificate(s) in accordance with the terms of the Conditions of the Notes and the Agency Agreement dated [*date*] relating thereto.

In the event that, pursuant to such Conditions and the Agency Agreement, the Noteholder becomes entitled to the return of such Individual Note Certificate(s), we will return such Individual Note Certificate(s) to the Noteholder by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant [Put Option Notice / Change of Control Put Option Notice].

---

<sup>†</sup> A Receipt will only be issued in the case of deposit of a Definitive Note or an Individual Note Certificate.

**Certificate Number**

**Denomination**

.....	.....
.....	.....
.....	.....

***END OF OPTIONS***

Dated: [*date*]

**[*PAYING AGENT*]**

By: .....

*duly authorised*

**SCHEDULE 6**  
**REGULATIONS CONCERNING TRANSFERS AND REGISTRATION OF REGISTERED NOTES**

1. Subject to paragraph 4 and paragraph 11 below, Registered Notes may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorised in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the Registrar may require or, as the case may be, copies certified in the manner aforesaid of the documents authorising such officers to sign and witness the affixing of the seal must be delivered with the form of transfer. In this Schedule, "**transferor**" shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
2. The Note Certificate issued in respect of the Registered Notes to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the Specified Office of the Registrar or any Transfer Agent, and together with such evidence as the Registrar or (as the case may be) the relevant Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Note shall conform to any list of duly authorised specimen signatures supplied by the Holder of such Note or be certified by a financial institution in good standing, notary public or in such other manner as the Registrar or such Transfer Agent may require.
3. No Noteholder may require the transfer of a Registered Note to be registered during the period of 15 calendar days ending on the due date for any payment of principal or interest in respect of such Note.
4. No Noteholder which has executed a Form of Proxy in relation to a Meeting of Holders of Registered Notes may require the transfer of a Note covered by such Form of Proxy to be registered until the earlier of the conclusion of the Meeting and the revocation of the appointment of the proxy under the Form of Proxy.
5. The executors or administrators of a deceased Holder of a Registered Note (not being one of several joint Holders) and, in the case of the death of one or more of several joint Holders, the survivor or survivors of such joint Holders, shall be the only persons recognised by the relevant Issuer and, if applicable, the Guarantor as having any title to such Registered Note.
6. Any person becoming entitled to any Registered Notes in consequence of the death or bankruptcy of the Holder of such Registered Notes may, upon producing such evidence that they hold the position in respect of which they propose to act under this paragraph or of their title as the Registrar or the relevant Transfer Agent may require (including legal opinions), become registered himself as the Holder of such Notes or, subject to the provisions of these Regulations, the Notes and the Conditions as to transfer, may transfer such Registered Notes. The relevant Issuer, the Guarantor (if applicable), the



Transfer Agents, the Registrar and the Paying Agents shall be at liberty to retain any amount payable upon the Registered Notes to which any person is so entitled until such person is so registered or duly transfers such Notes.

7. Unless otherwise required by them and agreed by the relevant Issuer, the Guarantor (if applicable) and the Registrar, the Holder of any Notes shall be entitled to receive only one Note Certificate in respect of their holding.
8. The joint Holders of any Registered Note shall be entitled to one Note Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Holder whose name appears first in the Register in respect of the joint holding.
9. Where there is more than one transferee (to hold other than as joint Holders), separate forms of transfer (obtainable from the Specified Office of the Registrar or any Transfer Agent) must be completed in respect of each new holding.
10. A Holder of Registered Notes may transfer all or part only of their holding of Notes provided that both the principal amount of Notes transferred and the principal amount of the balance not transferred are a Specified Denomination. Where a Holder of Registered Notes has transferred part only of their holding of Registered Notes, a new Note Certificate in respect of the balance of such holding will be delivered to him.
11. The relevant Issuer, the Guarantor (if applicable), the Transfer Agents and the Registrar shall, save in the case of the issue of replacement Registered Notes pursuant to Condition 15 (*Replacement of Notes and Coupons*), make no charge to the Holders for the registration of any holding of Registered Notes or any transfer thereof or for the issue of any Registered Notes or for the delivery thereof at the Specified Office of any Transfer Agent or the Registrar or by uninsured post to the address specified by the Holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the Holder or the transferee thereof as the Registrar or the relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
12. Provided a transfer of a Registered Note is duly made in accordance with all applicable requirements and restrictions upon transfer and the Note(s) transferred are presented to a Transfer Agent and/or the Registrar in accordance with the Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of such Transfer Agent or the Registrar arising, such Transfer Agent or the Registrar will, within five business days of the request for transfer being duly made, deliver at its Specified Office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the Registered Notes in relation to which such Note Certificate is issued may have specified, a Note Certificate in respect of which entries have been made in the Register, all formalities complied with and the name of the transferee completed on the Note Certificate by or on behalf of the Registrar; and, for the purposes of this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the Registrar and (if applicable) the relevant Transfer Agent have their respective Specified Offices.

## SIGNATURES

### *The Issuers*

For and on behalf of

**ATRIUM EUROPEAN REAL ESTATE LIMITED**

By:

For and on behalf of

**ATRIUM FINANCE ISSUER B.V.**

By:

For and on behalf of

**ATRIUM FINANCE LIMITED**

By:

***The Guarantor***

For and on behalf of

**ATRIUM EUROPEAN REAL ESTATE LIMITED**

By:

***The Principal Paying Agent and the Calculation Agent***

For and on behalf of

**CITIBANK, N.A., LONDON BRANCH**

By:

***The Registrar and the Transfer Agent***

For and on behalf of

**CITIBANK, N.A., LONDON BRANCH**

By:

*The Trustee*

For and on behalf of

**CITIBANK, N.A., LONDON BRANCH**

By: