

**CREDIT FIRST
SUISSE BOSTON**

**Credit Suisse First Boston,
London Branch**

U.S.\$80,250,000 Variable Coupon Amortising Subordinated Bonds Due 2028

Issue Price: 100 per cent.

The Variable Coupon Amortising Subordinated Bonds Due 2028 (the "Bonds") of Credit Suisse First Boston (the "Bank"), a Swiss bank, acting through its London branch (the "Branch"), will be issued in an aggregate principal amount of U.S.\$80,250,000.

Interest on the outstanding principal amount of the Bonds is payable in arrear on the dates and in the amounts more fully described under "Terms and Conditions of the Bonds — Interest".

Unless previously redeemed or purchased and cancelled, each Bond will be redeemed in four instalments, the last of which is payable on 3rd January, 2028. The Bonds may be redeemed at their outstanding principal amount, together with accrued interest, if any, in whole but not in part, at any time in the event of certain changes relating to Swiss or United Kingdom taxation. See "Terms and Conditions of the Bonds — Redemption and Purchase".

The Bonds will be direct, subordinated and unsecured obligations of the Bank, acting through the Branch, and payments of principal and interest will be conditional on the Bank being solvent at the time of payment, all as more fully described under "Terms and Conditions of the Bonds — Status and Subordination".

Application has been made to list the Bonds on the Luxembourg Stock Exchange.

The Bonds are offered by Credit Suisse First Boston (Europe) Limited (the "Manager") when, as and if issued by the Bank, acting through the Branch, delivered to and accepted by the Manager and subject to its right to reject orders in whole or in part. The Bonds will initially be represented by a temporary global bond in bearer form (the "Temporary Global Bond"), without interest coupons ("Coupons"), talons for further Coupons ("Talons") or receipts for payment of instalments of principal (other than the final instalment) ("Receipts"), which will be deposited with a common depositary for Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear System ("Euroclear") and Cedelbank on or about 1st December, 1999. Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond in bearer form (the "Permanent Global Bond"), without Coupons, Talons or Receipts, on or after a date that is expected to be 9th January, 2000, upon certification of non-U.S. beneficial ownership. Definitive Bonds in bearer form, with Coupons, Talons and Receipts attached, will only be issued in the limited circumstances described herein.

Credit Suisse First Boston

Offering Circular dated 30th November, 1999

TERMS AND CONDITIONS OF THE BONDS

The following is the text of the Terms and Conditions of the Bonds which (subject to modification and save for the italicised text) will be endorsed on each Bond in definitive form, if issued:

The U.S.\$80,250,000 Variable Coupon Amortising Subordinated Bonds Due 2028 (the "Bonds", which expression shall in these Terms and Conditions ("these Conditions"), unless the context otherwise requires, include any further bonds issued pursuant to Condition 14 and forming a single series therewith) of Credit Suisse First Boston (the "Bank"), acting through its London Branch (the "Branch"), are constituted by a sixth supplemental trust deed (the "Sixth Supplemental Trust Deed") dated 1st December, 1999 between the Bank, acting through the Branch, and Chase Manhattan Trustees Limited (the "Trustee") as trustee for the holders of the Bonds (the "Bondholders"), supplemental to the principal trust deed (together with the Sixth Supplemental Trust Deed, the "Trust Deed") dated 11th May, 1998. The issue of the Bonds was authorised and approved by a certificate of the Chief Financial Officer of the Credit Suisse First Boston business unit of the Bank (acting in consultation with the Chief Executive Officer of the Credit Suisse First Boston business unit of the Bank) dated 22nd November, 1999. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed. Copies of the Trust Deed are available for inspection during normal business hours at the principal office for the time being of the Trustee, being at the date of issue of the Bonds at Trinity Tower, 9 Thomas More Street, London E1 9YT, England, and at the specified office of each of the paying agents (the "Paying Agents") referred to below. The Bondholders, the holders (the "Receiptholders") of the receipts for instalments of principal (other than the final instalment) appertaining to the Bonds (the "Receipts") and the holders (the "Couponholders") of the interest coupons appertaining to the Bonds (the "Coupons", which expression shall, unless the context otherwise requires, include the talons for further interest coupons (the "Talons")) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed applicable to the Bonds, the Receipts and the Coupons.

1. Form, Denomination and Title

The Bonds are in bearer form, serially numbered, with Receipts and Coupons attached on issue, in the denomination of U.S.\$50,000 each. Title to the Bonds, Receipts and Coupons will pass by delivery. The Bank, the Branch, the Trustee and any Paying Agent may deem and treat the bearer of any Bond, Receipt and Coupon as the absolute owner thereof (whether or not such Bond, Receipt or Coupon shall be overdue and notwithstanding any notice to the contrary) for the purpose of making payment and for all other purposes.

2. Status and Subordination

The Bonds, the Receipts and the Coupons are direct, unsecured and subordinated obligations of the Bank, acting through the Branch, conditional as described below.

The rights of the Bondholders, Receiptholders and Couponholders are subordinated to the claims of Senior Creditors (as defined below) and, accordingly, payments of principal and interest (other than upon a winding-up or dissolution (by bankruptcy or otherwise) in Switzerland of the Bank) are conditional upon the Bank being solvent at the time for payment by the Branch and no principal or interest (other than as aforesaid) shall be payable in respect of the Bonds except to the extent that the Branch could make such payment and the Bank would still be solvent immediately thereafter. For the purpose of these Conditions, the Bank shall be solvent if (i) it is able to pay its debts as they fall due and (ii) its Assets exceed its Liabilities (each as defined below) (other than its Liabilities to persons who are not Senior Creditors).

For the purpose of these Conditions, "Senior Creditors" means (i) all depositors and (ii) all other creditors of the Bank except those whose claims rank or are expressed to rank *pari passu* with or junior to the claims of the Bondholders, Receiptholders and Couponholders. "Assets" means the consolidated gross assets of the Bank, and "Liabilities" means the consolidated gross liabilities of the Bank, all as shown by the latest published audited consolidated balance sheet of the Bank, as adjusted for contingencies and for subsequent events, all valued in such manner as the Bank or any liquidator (as the case may be) may determine and calculated in accordance with Swiss generally accepted accounting principles ("GAAP") or, if such audited balance sheet is prepared in accordance with U.S. GAAP, U.S. GAAP.

The Bonds rank *pari passu* among themselves. The Bonds rank prior to the claims of the holders of any subordinated obligations which rank or are expressed to rank junior to the claims of the Bondholders.

Subject to applicable law, no Bondholder, Receiptholder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Bank, acting through the Branch, arising under or in connection with the Bonds, the Receipts or the Coupons and each Bondholder, Receiptholder and Couponholder shall, by virtue of being the holder of any Bond, Receipt or Coupon (as the case may be), be deemed to have waived all such rights of set-off, compensation or retention.

The subordination provisions set out above are irrevocable. The Bank may not create or permit to exist any charge or other security interest over its assets to secure the obligations of the Bank, acting through the Branch, in respect of the Bonds.

N.B. The obligations of the Branch in respect of the Bonds, the Receipts and the Coupons are conditional upon the Bank being solvent for the purpose of this Condition immediately before and after payment by the Branch. If this condition is not satisfied any amounts which might otherwise have been allocated in or towards payment in respect of the Bonds, the Receipts or the Coupons may be used to absorb losses of the Bank.

3. Interest

(a) Each Bond bears interest on its outstanding principal amount, payable in arrear on the dates (each an "Interest Payment Date") and in the amounts (each an "Interest Amount") specified below:

Interest Payment Date	Interest Amount per Bond (U.S.\$)	Notional Interest Rate (%)
3rd January, 2000	135.62	2.958981800
2nd January, 2001	2,397.29	4.807935380
2nd January, 2002	3,077.95	6.155900000
2nd January, 2003	2,940.73	5.881460000
2nd January, 2004	3,155.07	6.310140000
3rd January, 2005	3,193.38	6.369068140
2nd January, 2006	3,233.00	6.484011140
2nd January, 2007	3,269.44	6.538880000
2nd January, 2008	3,920.52	7.841040000
2nd January, 2009	4,388.88	8.777760000
4th January, 2010	6,326.89	12.583869610
3rd January, 2011	4,516.33	9.057820610
2nd January, 2012	4,228.69	8.480938160
2nd January, 2013	3,974.97	7.949940000
2nd January, 2014	3,996.98	7.993960000
2nd January, 2015	3,996.98	7.993960000
4th January, 2016	3,996.98	7.949794480
2nd January, 2017	3,996.98	8.038618990
2nd January, 2018	3,996.98	7.993960000
2nd January, 2019	3,996.98	7.993960000
2nd January, 2020	3,996.98	7.993960000
4th January, 2021	3,607.67	7.175476240
3rd January, 2022	8,173.38	16.392294150
2nd January, 2023	3,606.67	7.714060490
2nd January, 2024	2,936.32	6.262849330
2nd January, 2025	5,483.34	11.695364350
2nd January, 2026	13,193.26	35.145540910
4th January, 2027	4.84	0.019193260
3rd January, 2028	2,800.43	11.198042900

*These notional interest rates are provided solely for convenience and not for the purpose of calculating any accrued interest.

Each period from, and including, 1st December, 1999 or an Interest Payment Date to, but excluding, the first or next Interest Payment Date is called an "Interest Period".

(b) Each Bond will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the final instalment of principal is improperly withheld or refused or default is otherwise made in respect of such payment. In either such event, interest will continue to accrue as provided in the Trust Deed.

4. Redemption and Purchase

(a) Unless previously redeemed or purchased and in each case cancelled as specified below, each Bond will be redeemed in the instalments (each an "Instalment Amount") and on the dates (each an "Instalment Date") specified below:

<i>Instalment Date</i>	<i>Instalment Amount per Bond (U.S.\$)</i>
3rd January, 2022	3,115.27
2nd January, 2025	9,345.80
2nd January, 2026	12,461.06
3rd January, 2028	25,077.87

(b) If the Branch satisfies the Trustee immediately prior to giving the notice referred to below that on the occasion of the next payment due (subject to Condition 2) in respect of the Bonds, the Receipts or the Coupons the Bank or the Branch will be required to pay additional amounts as provided in Condition 6 or to account to any taxing authority in the United Kingdom or Switzerland for any amount (other than any tax withheld or deducted from interest payable on the Bonds, the Receipts or the Coupons) calculated by reference to any amount payable in respect of the Bonds, the Receipts or the Coupons, the Branch may at its option (subject to Condition 2), having given not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 11 (which notice shall be irrevocable), elect to redeem all, but not some only, of the Bonds at any time at their then outstanding principal amount together with accrued interest which shall, in respect of each Interest Period, be calculated by multiplying the aggregate Interest Amount payable on the Interest Payment Date falling immediately after the end of the Interest Period by a fraction of which the numerator is the number of days elapsed from, and including, in the case of the first Interest Period, 1st December, 1999 or, in the case of any subsequent Interest Period, the Interest Payment Date falling at the start of the Interest Period (determined in the manner described in the next sentence), and the denominator is, in the case of the first Interest Period, 33 and, in the case of any subsequent Interest Period, 360. The number of days elapsed in any period shall be determined on the basis of a year of 360 days with 12 30-day months. Upon the expiry of such notice the Bank, acting through the Branch, shall be bound (subject to Condition 2) to redeem the Bonds accordingly.

(c) The Bank or any of the Affiliates (as defined in the Trust Deed) may, subject to certain limitations imposed by Swiss law, at any time purchase Bonds at any price and in any manner and reissue or resell the same for the purpose of making a market in the Bonds, provided that all unmatured Receipts and Coupons appertaining thereto are attached thereto or surrendered therewith.

(d) All Bonds which are redeemed shall forthwith, and Bonds which are purchased by or on behalf of the Bank or any of the Affiliates may, be cancelled by the Branch (together with all relative unmatured Receipts and Coupons purchased therewith) or, in the latter case only, may be reissued or resold.

5. Payments and exchange of Talons

Payment of the final instalment of principal in respect of the Bonds will (subject as provided below) be made in U.S. dollars only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Bonds and payments of interest in respect of the Bonds will (subject as provided below) be made in U.S. dollars only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any of the Paying Agents.

Payments of instalments of principal (other than the final instalment) will (subject as provided below) be made in U.S. dollars only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt at the specified office of any of the Paying Agents. Each Receipt must be presented for payment of the relevant instalment together with the Bond to which it appertains. Receipts presented without the Bonds to which they appertain do not constitute valid obligations of the Bank. Upon the date on which any Bond becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Payments in respect of Bonds, Receipts and Coupons will be made at the specified office of any Paying Agent by credit or transfer to a U.S. dollar account specified by the payee or, at the option of the payee, by a U.S. dollar cheque, subject in all cases to any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 6. Payments of interest due in respect of any Bond other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Bond.

The names of the initial Principal Paying Agent and the other initial Paying Agent and their initial specified offices are set out below.

The Branch reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents, provided that it will at all times maintain (a) so long as the Bonds are listed on the Luxembourg Stock Exchange, a Paying Agent with a specified office in Luxembourg and (b) in the event of the Proposed EU Withholding Tax Directive (as defined below) being adopted in substantially the form proposed, a Paying Agent with a specified office in a city approved by the Trustee outside the European Union. Notice of any such termination or appointment and of any changes in the specified offices of the Paying Agents will be given to the Bondholders promptly by the Bank, acting through the Branch, in accordance with Condition 11.

"Proposed EU Withholding Tax Directive" means the proposal presented by the European Commission to the Council of Ministers of the European Union in May 1998 to oblige member states to adopt a "withholding tax system" or an "information reporting system" in relation to interest, discounts and premia.

Each Bond should be presented for payment together with all unmatured Coupons appertaining thereto failing which the full amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 6) in respect of the relevant Bond or Receipt (whether or not the Coupon would otherwise have become void pursuant to Condition 7) or, if later, five years from the date on which such Coupon would otherwise have become due, but not thereafter.

A holder shall be entitled to present a Bond, Receipt or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 3, be entitled to any further interest or other payment if a Presentation Date is after the due date.

"Presentation Date" means a day which (subject to Condition 7):

- (a) is or falls after the relevant due date; and
- (b) is both a business day in the place of presentation and in New York City.

In this Condition, "business day" means a day on which commercial banks and foreign exchange markets are open in the relevant place.

No further interest or other payment will be made as a consequence of the day on which the relevant Bond, Receipt or Coupon may actually be presented for payment under this paragraph falling after the due date for payment.

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet, subject to the provisions of Condition 7. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

6. Taxation

All payments of principal and interest in respect of the Bonds, the Receipts and the Coupons by the Branch will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the United Kingdom or Switzerland or any political sub-division thereof or by any authority therein or thereof having power to tax unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Branch will pay such additional amounts as may be necessary in order that the net amounts received by the Bondholders, Receiptholders and Couponholders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Bonds, Receipts or, as the case may be, Coupons in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Bond, Receipt or Coupon presented for payment:

- (a) in the United Kingdom or Switzerland; or
- (b) by or on behalf of a holder who (i) is able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other claim for exemption to the relevant tax authority; or (ii) is liable for such taxes, duties, assessments or governmental charges in respect of such Bond, Receipt or Coupon by reason of his having some connection with the United Kingdom or Switzerland otherwise than merely by the holding of such Bond, Receipt or Coupon; or
- (c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on such thirtieth day, assuming, whether or not it is in fact the case, such thirtieth day to be a Presentation Date (as defined in Condition 5).

As used herein, the "Relevant Date" means, with respect to any payment, the date on which such payment first becomes due, but, if the full amount of the money payable has not been received in London by the Principal Paying Agent or the Trustee on or prior to such due date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly published in accordance with Condition 11. Any reference in these Conditions to principal or interest shall be deemed also to refer to any additional amounts which may be payable pursuant to this Condition or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

7. Prescription

Bonds, Receipts and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment within periods of 10 years (in the case of Bonds and Receipts) and five years (in the case of Coupons) from the Relevant Date (as defined in Condition 6) in respect thereof, subject to the provisions of Condition 5.

There shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 7 or Condition 5.

8. Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution (as defined below) of the Bondholders shall (subject in each case to being indemnified to its satisfaction), give notice to the Bank that the Bonds are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest calculated in the manner provided in

Condition 3 in respect of each Interest Period and at a rate of 7.69 per cent. per annum in respect of any period from, and including, 3rd January, 2028 as provided in the Trust Deed, in any of the following events ("Events of Default"):

- (a) there is a default for more than seven days in the payment of any principal or for more than 22 days in the payment of any interest due in respect of the Bonds, and so that for the purpose of this paragraph (i) a payment of principal or interest shall be deemed to be due even if the condition set out in the second paragraph of Condition 2 is not satisfied; or
- (b) any order shall be made by any competent court or other authority or resolution passed by the Bank for the dissolution or winding-up of the Bank or for the appointment of a liquidator, receiver, administrator or manager of the Bank or of all or a substantial part of its assets, save for the purposes of reorganisation on terms approved in writing by the Trustee; or
- (c) the Bank shall stop payment or shall be unable to, or shall admit to creditors generally its inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent, or shall enter into any composition or other arrangements with its creditors generally,

PROVIDED, in the case of any Event of Default other than those described in paragraphs (a) and (in the case of winding-up or dissolution of the Bank) (b), the Trustee shall have certified to the Bank that the Event of Default is, in its opinion, materially prejudicial to the interests of the Bondholders.

9. Enforcement

(a) The Trustee may at any time, at its discretion and without notice, take such proceedings against the Bank and/or the Branch as it may think fit to enforce the provisions of the Trust Deed, the Bonds, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Bonds, the Receipts or the Coupons unless (a) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding, and (b) it shall have been indemnified to its satisfaction.

(b) No Bondholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Bank or the Branch unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

10. Replacement of Bonds, Receipts, Coupons and Talons

Should any Bond, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent or the Paying Agent in Luxembourg for the time being upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Bank, acting through the Branch, may reasonably require. Mutilated or defaced Bonds, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

11. Notices

All notices to the Bondholders will be valid if published (i) in the *Financial Times* or, if publication in the *Financial Times* is not practicable, in such other leading English language daily newspaper with general circulation in Europe as the Trustee may approve and (ii) so long as the Bonds are listed on the Luxembourg Stock Exchange, in the *Luxemburger Wort* or any other daily newspaper of general circulation in Luxembourg approved by the Trustee. Such notices shall be deemed to have been given on the date of such publication in both relevant newspapers or, if so published more than once, on the date of the first such publication. If publication is not practicable in any such newspaper as is mentioned above, notices will be valid if given in such other manner, and shall be deemed to have been given on such date, as the Trustee shall determine. Receiptholders and Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition 11.

12. Meetings of Bondholders, Modification, Waiver and Substitution

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Conditions or any of the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, except that at any meeting, the business of which includes the modification of certain of these Conditions or of certain of the provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than three-quarters, or at any adjourned such meeting not less than one-quarter, of the principal amount of the Bonds for the time being outstanding.

An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders. The Trust Deed provides that the Trustee may agree, without the consent of the Bondholders, Receiptholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or to any modification which is of a formal, minor or technical nature or which is made to correct a manifest error. The Trust Deed further provides that the Trustee shall not exercise its powers of modification, waiver or authorisation in contravention of any express direction given by Extraordinary Resolution of the Bondholders.

The Trust Deed provides that the Bank shall not consolidate with or merge into any other Person (as defined in the Trust Deed) or convey, transfer or lease its properties and assets substantially as an entirety to any Person, unless the Person formed by such consolidation or into which the Bank is merged or the Person which acquires by conveyance or transfer, or which leases, the properties and assets of the Bank substantially as an entirety is a corporation (including a bank), partnership or trust (or a branch of any thereof), is validly existing under the laws of the jurisdiction of its organisation and shall expressly assume in writing the due and punctual payment of the principal of and interest on all the Bonds pursuant to the terms thereof and the performance or observance of every covenant in respect of the Bonds on the part of the Bank to be performed or observed.

Upon any consolidation or merger of the Bank into any other Person or any conveyance, transfer or lease of the properties and assets of the Bank substantially as an entirety to another Person, (i) the successor Person formed by such consolidation or into which the Bank is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Bank, as the case may be, under the Trust Deed with the same effect as if such successor Person had been named as the Bank therein, and thereafter, except in the case of a lease to another Person, the predecessor Person shall be relieved of all obligations and covenants under the Trust Deed and the Bonds and (ii) all references to Switzerland or the United Kingdom, as the case may be, in the Trust Deed and the Bonds shall be deemed to be references to the jurisdiction of incorporation or organisation of such successor Person. The Trust Deed provides that the Bank will give prompt written notice to the Trustee of any such consolidation, merger, conveyance, transfer or lease and will cause prompt notice thereof to be given to the Bondholders in accordance with Condition 11.

Subject as provided in the Trust Deed, the Bank may, without the consent of the Trustee or the Bondholders, the Receiptholders or the Couponholders assign to another branch of the Bank outside of Switzerland the obligations of the Branch under the Trust Deed and the Bonds.

Without limiting the foregoing, and subject as provided in the Trust Deed, the Trustee may agree, without the consent of the Bondholders, the Receiptholders or the Couponholders, to the substitution at any time or times of any Affiliate or any affiliate of any successor Person referred to above, as the principal debtor under the Trust Deed, the Bonds, the Receipts and the Coupons subject to (in the case of the substitution of any company which is an Affiliate or an affiliate of such successor Person) the irrevocable guarantee on a subordinated basis equivalent to that mentioned in Condition 2 in respect of the Trust Deed, the Bonds, the Receipts and the Coupons by the Bank or such successor Person. Notwithstanding the foregoing, no such guarantee will be required if the relevant Affiliate or affiliate of such successor Person

has a credit rating at the time of substitution equal to or better than that of the Bank or such successor Person.

In connection with the exercise by it of any of its trusts, powers or discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Bondholder, Receiptholder or Couponholder be entitled to claim, from the Bank or the Branch or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders, Receiptholders or Couponholders except to the extent already provided for in Condition 6 and/or any undertaking given in addition to, or in substitution for, Condition 6 pursuant to the Trust Deed.

Any such modification, waiver, authorisation or substitution shall be binding on the Bondholders, the Receiptholders and the Couponholders and, unless the Trustee agrees otherwise, any such modification or substitution shall be notified to the Bondholders by the Branch as soon as practicable thereafter in accordance with Condition 11.

13. Indemnification of, and Transactions by, the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Bank or any Affiliate without accounting for any profit resulting therefrom.

14. Further Issues

The Bank is at liberty from time to time without the consent of the Bondholders, Receiptholders or Couponholders to create and issue further bonds and/or notes either ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding bonds and/or notes of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental thereto or upon such terms as to ranking, interest, conversion, premium, redemption and otherwise as the Bank may at the time of issue thereof determine. Any further bonds or notes forming a single series with the outstanding bonds or notes of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental thereto shall, and any other further bonds or notes may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of bonds or notes of other series in certain circumstances where the Trustee so decides.

15. Governing Law

The Trust Deed, the Bonds, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

The Bank, acting through the Branch, has in the Trust Deed irrevocably agreed for the benefit of the Bondholders, the Receiptholders and the Couponholders that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Bonds, the Receipts or the Coupons and that accordingly any suit, action or proceedings arising out of or in connection therewith (together referred to as "Proceedings") may be brought in the courts of England.

The Bank, acting through the Branch, has in the Trust Deed irrevocably and unconditionally waived and agreed not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought in an inconvenient forum and irrevocably and unconditionally agreed that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon the Bank and the Branch and may be enforced

in the courts of any other jurisdiction. Nothing in this Condition shall limit any right to take Proceedings against the Bank or the Branch in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

The Bank has in the Trust Deed appointed its London Branch as its agent for service of process in England in respect of any Proceedings.

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE REPRESENTED BY THE GLOBAL BONDS

The Bonds will initially be represented by a Temporary Global Bond which will be deposited with a common depositary for Euroclear and Cedelbank. Interests in the Temporary Global Bond will be exchangeable for interests in the Permanent Global Bond on or after a date that is expected to be 7th January, 2000, upon certification of non-U.S. beneficial ownership in the form specified in the Trust Deed.

The following is a summary of the provisions to be contained in the Trust Deed constituting the Bonds and in the Global Bonds (as defined below) which will apply to, and in some cases modify, the Conditions of the Bonds while the Bonds are represented by the Temporary Global Bond and/or the Permanent Global Bond (together the "Global Bonds").

(1) The Permanent Global Bond will be exchangeable (free of charge to the holder) for definitive Bonds described below if (i) either Euroclear or Cedelbank is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearance system satisfactory to the Trustee is available, or (ii) the Bank, acting through the Branch, would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Cedelbank which would not be suffered were the Bonds in definitive form and a certificate to such effect is given to the Trustee. Thereupon (in the case of (i) above) the holder may give notice to the Trustee and the Branch and (in the case of (ii) above) the Branch may give notice to the Trustee and the Bondholders, of the exchange of the Permanent Global Bond for definitive Bonds on or after the Exchange Date (as defined below) specified in the notice.

On the Exchange Date the holder of the Permanent Global Bond shall surrender the Permanent Global Bond to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Bond the Branch will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Bonds (having attached to them Receipts in respect of all Instalment Dates falling after the Exchange Date and Coupons in respect of all Interest Payment Dates falling after the Exchange Date), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Sixth Supplemental Trust Deed. On exchange in full of the Permanent Global Bond, it will be cancelled and returned to the Branch or as the Branch may direct.

"Exchange Date" means a day falling not less than 45 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (i) above, in the city in which the relevant clearing system is located.

(2) No payment will be made on the Temporary Global Bond after 9th January, 2000 unless exchange for an interest in the Permanent Global Bond is improperly withheld or refused. Payments of principal and interest in respect of Bonds represented by a Global Bond will, subject as set out below, be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of such Global Bond to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purposes. A record of each payment made will be endorsed on the relevant appendix to the relevant Global Bond by or on behalf of the Principal Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Bonds. Payments of interest on the Temporary Global Bond will only be made upon certification as to non-U.S. beneficial ownership.

(3) For so long as all the Bonds are represented by one or both of the Global Bonds and such Global Bond is, or Global Bonds are, as the case may be, held on behalf of Euroclear and/or Cedelbank, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and/or Cedelbank for communication to the relative Accountholders (as defined below) rather than by publication as required by Condition 11. Any such notice shall be deemed to have been given to the Bondholders on the seventh day after the day on which such notice is delivered to Euroclear and/or Cedelbank as aforesaid. Notwithstanding the foregoing, so long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of such

exchange so require, notices will continue to be given by publication in a newspaper of general circulation in Luxembourg.

(4) For so long as any of the Bonds is represented by a Global Bond and such Global Bond is held on behalf of Euroclear and/or Cedelbank, each person who is for the time being shown in the records of Euroclear and/or Cedelbank as the holder of a particular principal amount of Bonds (each an "Accountholder") (in which regard any certificate or other document issued by Euroclear or Cedelbank as to the principal amount of Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of Bonds for all purposes (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders) other than with respect to the payment of principal and interest on such principal amount of Bonds, the right to which shall be vested, as against the Bank, acting through the Branch, and the Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Cedelbank for its share of each payment made to the bearer of the relevant Global Bond.

(5) Claims against the Bank, acting through the Branch, in respect of principal and interest on the Bonds represented by a Global Bond will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 6).

(6) Cancellation of any Bond represented by a Global Bond and required by the Terms and Conditions of the Bonds to be cancelled following its purchase will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Bond on the relevant appendix thereto.

RATINGS

Ratings of the Bonds

The following table sets forth the ratings assigned to the Bonds as of the date of this Offering Circular by Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("Standard & Poor's"), Fitch IBCA Limited ("Fitch IBCA") and Thompson BankWatch, Inc. ("BankWatch").

Moody's	..	..	..	..	..	..	..	..	A2
Standard & Poor's..	..	..	..	..	..	..	..	..	AA-
Fitch IBCA ..	..	..	..	..	..	..	..	..	AA-
BankWatch ..	..	..	..	..	..	..	..	..	AA-

Ratings of the Bank and the Bank's Debt

The ratings assigned as of the date of this Offering Circular to the Bank's short-term debt and long-term senior, senior subordinated and junior subordinated debt by Moody's, Standard & Poor's, Fitch IBCA and BankWatch are set out on page 29 of the Information Statement annexed hereto.