



Atlanteo Capital Limited
(Incorporated with limited liability in Jersey)

€5,000,000,000
Secured Medium Term Note Programme

On 26 July 2000, Atlanteo Capital Limited (the "**Issuer**") established a €3,000,000,000 Secured Medium Term Note Programme (as amended, supplemented and/or restated from time to time, the "**Programme**"). The Programme Limit (as defined in the Dealer Agreement (as defined herein)) was, as of 2 March 2004, increased to €5,000,000,000. This Offering Circular supercedes the previous offering circular relating to the Programme dated 2 March 2004 and is valid for a period of 12 months from the date of its publication in accordance with Article 9 of the Prospectus Directive (as defined herein). Any Notes (as defined below) to be issued after the date hereof under the Programme are issued subject to the provisions set out herein. This does not affect any Notes issued prior to the date hereof.

Under the Programme, the Issuer, subject to compliance with all relevant laws, regulations and directives, may from time to time issue secured notes (the "**Notes**") on the terms set out herein. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Summary of the Programme") of Notes will be set out in final terms (each "**Final Terms**") which, with respect to Notes to be listed on the Luxembourg Stock Exchange, will be filed with the CSSF and, with respect to Notes to be listed on the Irish Stock Exchange, will be filed with the IFSRA. The aggregate nominal amount of Notes outstanding will not at any time exceed €5,000,000,000 (or the equivalent in other currencies).

Notes will be issued in Series (as defined in "Summary of the Programme") and each Series will be secured by a charge on and/or assignment of and/or other security interest over or in respect of certain transferable securities ("**Securities**") and may also be secured by an assignment of the Issuer's rights under a rate of interest and/or currency exchange agreement and/or any other derivative agreement (including any applicable guarantee, a "**Swap**"), a deposit agreement ("**Deposit Agreement**"), a contract under which the Issuer may agree to buy or sell securities or enter into other contractual relations (a "**Securities Agreement**") and/or a credit support document (the "**Credit Support Document**"), together with such additional security, if any, as may be described in the relevant Final Terms. The Issuer's rights, title and interest in and under any Securities, each Swap, each Deposit Agreement, each Securities Agreement and each Credit Support Document are referred to in this Offering Circular as "**Collateral**". The Notes will also be secured by a charge over all sums held by the Issuing and Principal Paying Agent and/or the Custodian (each as defined herein) to meet payments due in respect of the Notes and by an assignment of the Issuer's rights under the Agency Agreement (as defined herein). All the Issuer's assets subject to the security constituted by each Supplemental Trust Deed (as defined herein) are referred to in this Offering Circular as "**Mortgaged Property**". The obligations of the Issuer under a Swap, a Securities Agreement and/or any other agreement under which the Issuer may incur indebtedness, grant options or incur other obligations (a "**Contract**"), as the case may be, together with claims (if any) by the Custodian and/or the Issuing and Principal Paying Agent in respect of payments made on behalf of the Issuer, will also be secured by certain assets comprised in the Mortgaged Property. Claims against the Issuer by holders of the Notes of a particular Series and, if applicable, the counterparty to the relevant Swap, Deposit Agreement, Securities Agreement or Contract, the Custodian and the Issuing and Principal Paying Agent, will be limited to the Mortgaged Property applicable to that Series.

If the net proceeds of the enforcement of the Mortgaged Property for a Series are not sufficient to make all payments then due in respect of the Notes and Coupons of that Series and, if applicable, the claims of any Other Creditors (as defined herein), the Custodian and the Issuing and Principal Paying Agent, the obligations of the Issuer will be limited to such net proceeds and the other assets of the Issuer will not be available to meet any shortfall. The Issuer will not be obliged to make any further payment in excess of such net proceeds and no debt shall be owed by the Issuer in respect of such shortfall – see "Risk Factors – Risks relating to the Notes – Limited recourse".

The Issuer may from time to time issue further Notes on the same terms as existing Notes and such further Notes shall be consolidated and form a single Series with such existing Notes, provided that unless otherwise approved by Extraordinary Resolution of Noteholders, the Issuer provides additional assets as security for such further Notes in accordance with Condition 14. Notes may be credit enhanced by a guarantee, insurance or other support agreement. This Offering Circular may be used to list further Notes on the Luxembourg Stock Exchange which are to be consolidated and form a single Series with Notes issued before the date hereof. Such further Notes may have already been issued or may be issued on or after the date of this Offering Circular.

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 on prospectuses for securities to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on either the Luxembourg Stock Exchange's regulated market or on EuroMTF and to be listed on the Luxembourg Stock Exchange up to the expiry of 12 months from the date of this Offering Circular. The Issuer intends to request that the CSSF notify the Irish Financial Services Regulatory Authority (the "**IFSRA**") in accordance with Article 18 of Directive 2003/71/CE (the "**Prospectus Directive**"). Following notification to the IFSRA, it is intended that this Offering Circular be valid for listing Notes on the regulated market of the Irish Stock Exchange Limited (the "**Irish Stock Exchange**") up to the expiry of 12 months from the date of publication of this Offering Circular and application to the Irish Stock Exchange will be made accordingly. Notes may be listed or admitted to trading, as the case may be, on such other stock exchange(s) or market(s) as may be specified in the Final Terms. The Final Terms will specify whether or not Notes will be listed on the Luxembourg Stock Exchange, Irish Stock Exchange at any other stock exchange or market. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

References in this Offering Circular to Notes being **listed** in Luxembourg (and all related references) shall mean that such Notes are intended to be admitted to trading on the Luxembourg Stock Exchange's regulated market or on EuroMTF and are intended to be listed on the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated is a regulated market for the purposes of the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial securities ("**Directive 2004/39**") amending Council Directive 85/611/EEC and Directive 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC. References in this Offering Circular to Notes being **listed** in Ireland (and all related references) shall mean that such Notes are intended to be admitted to trading on the Irish Stock Exchange's regulated market and are intended to be listed on the Irish Stock Exchange. The Irish Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39.

Each Series of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "**temporary Global Note**") or a permanent global note in bearer form (each a "**permanent Global Note**"). Notes in registered form will be represented by registered certificates (each a "**Certificate**"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Global Notes and Certificates may be deposited on the issue date with a depositary on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form".

This Offering Circular constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive.

Prospective investors should be aware of the risks involved in investing in the Notes (see "Risk Factors") and, where applicable, the relevant Final Terms.

THE NOTES WILL BE OBLIGATIONS SOLELY OF THE ISSUER AND WILL NOT BE GUARANTEED BY, OR BE THE RESPONSIBILITY OF, ANY OTHER ENTITY.

Arranger

Banco Bilbao Vizcaya Argentaria, S.A.

A copy of this document has been delivered to the Registrar of Companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002 as amended and he has given, and has not withdrawn, his consent to its circulation. The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 as amended to the issue of the Notes by the Issuer. It must be distinctly understood that, in giving these consents, neither the Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions, expressed with regard to it.

The Issuer (the "**Responsible Person**") accepts responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular should be read in conjunction with the relevant Final Terms setting out the specific terms for each Series of Notes, which Final Terms supplements and forms part of this Offering Circular with respect to the relevant Series of Notes, and references herein in to the "Offering Circular" shall be construed accordingly.

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular and the relevant Final Terms in connection with the issue or sale of Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in "**Summary of the Programme**"). Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Offering Circular has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Offering Circular has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular, see "**Subscription and Sale**".

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained in this Offering Circular.

Purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the security arrangements and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Purchasers of Notes should have sufficient knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Offering Circular and the relevant Final Terms (if any) and the merits and risks of investing in the Notes in the context of their financial position and circumstances. The investment considerations identified in this Offering Circular and any Final Terms are provided as general information only and the Dealers and the Arranger disclaim any responsibility to advise purchasers of Notes of the risks and investment considerations associated therewith as they may exist at the date hereof or as they may from time to time alter.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot (provided that, in the case of any Tranche of Notes to be admitted to trading on a regulated market in the European Economic Area, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the Notes of the Series of which such Tranche forms part at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.

An investment in the Notes is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such an investment.

If you are in any doubt about the contents of this Offering Circular you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

If should be remembered that the price of securities and the income from them can go down as well as up.

TABLE OF CONTENTS

	Page
GENERAL DESCRIPTION OF THE PROGRAMME	4
RISK FACTORS	9
DOCUMENTS INCORPORATED BY REFERENCE.....	13
SUPPLEMENT TO THE OFFERING CIRCULAR	14
TERMS AND CONDITIONS OF THE NOTES	15
SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM	41
USE OF PROCEEDS	45
DESCRIPTION OF THE ISSUER.....	46
SECURITY ARRANGEMENTS	53
TAXATION	54
SUBSCRIPTION AND SALE	56
FORM OF FINAL TERMS	59
GENERAL INFORMATION	74

GENERAL DESCRIPTION OF THE PROGRAMME

This General Description must be read as an introduction to this Offering Circular. Any decision to invest in any Notes should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference and, in relation to any particular Series of Notes, the relevant Final Terms. The following General Description is qualified in its entirety by the remainder of this Offering Circular and, in relation to any particular Series of Notes, the relevant Final Terms.

Issuer:	Atlanteo Capital Limited
Description:	Secured Medium Term Note Programme pursuant to which the Issuer may issue Notes.
Size:	Up to €5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	<p>Banco Bilbao Vizcaya Argentaria, S.A.</p> <p>Banco Bilbao Vizcaya Argentaria, S.A. is a Spanish limited liability company (<i>sociedad anonima</i>) with its registered address at Plaza San Nicolás 4, 48005 Bilbao, Spain. It is authorised by the Bank of Spain to carry out banking activities. Its shares are listed on the Madrid stock exchange and, at 31 December 2004, its market capitalisation was €44,251 million.</p>
Mortgaged Property:	The Notes of each Series will be secured in the manner set out in Condition 4 of the Terms and Conditions of the Notes, including a charge on and/or assignment of and/or other security interest over or in respect of the Collateral and the Agency Agreement (as defined in the Terms and Conditions of the Notes) and all sums held from time to time by the Custodian and/or the Issuing and Principal Paying Agent insofar as such sums relate to that Series. Each Series may also be secured on such additional security as may be described in the relevant Final Terms. References in this Offering Circular to “Security” are to the security constituted by the relevant Supplemental Trust Deed.
Enforcement of Security:	The Security over the Mortgaged Property shall become enforceable (i) if payment in respect of the Notes is not made when due and payable or delivery of Securities is not made pursuant to Condition 7(i) of the Terms and Conditions of the Notes, (ii) if there are Secured Agreements, on termination thereof with sums due and payable but unpaid to Other Creditors (as defined in Condition 3(c) of the Terms and Conditions of the Notes), (iii) upon failure by the Issuer to reimburse the Custodian in respect of payments properly made to any party of sums receivable on the Securities and (iv) upon failure by the Issuer to reimburse the Issuing and Principal Paying Agent in respect of payments properly made to holders of Notes, Coupons and Receipts.
Realisation of Security:	If the Security becomes enforceable, the Trustee may, at its discretion, or shall, as specified in the Trust Deed, enforce the Security.
Dealers:	<p>Banco Bilbao Vizcaya Argentaria, S.A.</p> <p>The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Offering Circular to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “Dealers” are to all Permanent Dealers and all persons appointed as dealers in respect of one or more Tranches.</p>
Trustee:	<p>Deutsche Trustee Company Limited.</p> <p>Deutsche Trustee Company Limited is an English private limited company with its registered address at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom. It is wholly owned by Deutsche Bank AG. Its principal activity is the provision of</p>

	corporate trustee services.
Custodian:	Banco Bilbao Vizcaya Argentaria, S.A.
Issuing and Principal Paying Agent:	Banco Bilbao Vizcaya Argentaria, S.A.
Registrar:	Banco Bilbao Vizcaya Argentaria, S.A.
Transfer Agent:	Banco Bilbao Vizcaya Argentaria, S.A.
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ Series ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in final terms (each “ Final Terms ”).
Further Issues:	The Issuer may from time to time issue further Notes of any Series on the same terms as existing Notes and such further Notes shall be consolidated and form a single Series with such existing Notes of the same Series; provided that, unless otherwise approved by an Extraordinary Resolution of Noteholders, the Issuer provides additional assets as security for such further Notes in accordance with Condition 5.
Issue Price of Notes:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.
Form of Notes:	The Notes may be issued in bearer form only (“ Bearer Notes ”), in bearer form exchangeable for Registered Notes (“ Exchangeable Bearer Notes ”) or in registered form only (“ Registered Notes ”). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “ Summary of the Programme - Selling Restrictions ”), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “ Global Certificates ”.
Status of Notes:	The Notes will be secured, limited recourse obligations of the Issuer ranking pari passu without any preference among themselves and secured in the manner described in “Terms and Conditions of the Notes - Security”. Recourse in respect of any Series will be limited to the Mortgaged Property. Claims of Noteholders and, if applicable, any counterparty to a Swap, Securities Agreement and/or Contract (together “ Other Creditors ”), the Custodian and the Issuing and Principal Paying Agent shall rank in accordance with the priorities specified in the relevant Supplemental Trust Deed.
Credit Support:	Notes may be issued with the benefit of monoline guarantees or other forms of credit enhancement as specified in the relevant Final Terms or Supplemental Trust Deed.
Clearing Systems:	Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Principal Paying Agent, the Trustee and the relevant Dealer.
Initial Delivery of Notes:	On or before the issue date for each Tranche, the Global Note representing Bearer Notes or Exchangeable Bearer Notes or the Certificate representing Registered Notes may be deposited with a depository for Euroclear and Clearstream, Luxembourg. Global Notes or Certificates relating to Notes that are not listed on the Luxembourg Stock Exchange may also be deposited with any other clearing system or may

be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Issuing and Principal Paying Agent, the Trustee and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Currencies: Subject to any applicable legal or regulatory restrictions, Securities may be issued in any currency as agreed between the Issuer and the relevant Dealer(s).

Maturities: Subject to compliance with all relevant laws, regulations and directives, any maturity.

Securities with a maturity of less than one year:

Securities having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "**Subscription and Sale**" below.

Issuers of securities with an original maturity of less than one year will be considered to be carrying on banking business as defined in Section 2 of the Irish Central Bank Act 1971 (as amended by Section 29 of the Central Bank Act 1989 and Section 70 (b) of the Central Bank Act 1997), unless they meet the requirements of the Central Bank of Ireland Notice BSD C 01/02 in relation to Commercial Paper exemptions (the "**CBI Notice**"), and in particular the requirements of Section II of the CBI Notice relating to Asset-Backed Commercial Paper.

Under the Luxembourg Prospectuses Act, prospectuses relating to money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II of such law.

Specified Denomination: Definitive Notes will be in such denominations as may be specified in the relevant Final Terms and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €50,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Fixed Rate Notes: Fixed Rate Notes will bear interest at fixed rates which will be payable in arrear on the date or dates specified in the relevant Final Terms.

Floating Rate Notes: Floating Rate Notes will bear interest at rates determined separately for each Series as follows:

- (i) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin; or
- (ii) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.

Interest Periods will be specified in the relevant Final Terms.

Interest Periods and Rates of Interest: The length of the interest periods for the Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum rate of interest, a minimum rate of interest, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Zero Coupon Notes: Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

Dual Currency Notes: Payments (whether in respect of principal or interest and whether at

maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange as may be specified in the relevant Final Terms.

Index Linked Notes: Payments of principal or of interest in respect of Index Linked Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Final Terms.

Credit Linked Notes: If the Final Terms specifies that the Notes are Credit Linked Notes, the amount of principal and interest payable in respect of such notes, and the date of redemption of the Notes, may be dependent on whether one or more credit events in respect of one or more reference entities, as specified in the applicable Final Terms, has occurred.

Other Notes: Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, reverse dual currency Notes, optional dual currency Notes, partly paid Notes and any other type of Note that the Issuer, the Trustee and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.

Redemption: The Final Terms will specify the basis for calculating the redemption amounts payable.

Redemption by Instalments: The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

Optional Redemption: The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Mandatory Redemption: If all or some of the Securities relating to a Series become repayable prior to their stated maturity or there is a payment default in respect of any such Securities, the Notes of that Series shall become repayable in whole or in part. See "Terms and Conditions of the Notes - Redemption, Purchase and Options".

Exchange of Notes: Notes may be exchangeable upon the occurrence of certain events for the Securities.

Restrictions: So long as any of the Notes remain outstanding, the Issuer will not, without the consent of the Trustee, incur any other indebtedness for borrowed moneys or engage in any business (other than as contemplated by this Offering Circular), declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property, consolidate or merge with any other person, convey or transfer its properties or assets substantially as an entity to any person (other than as contemplated by the Conditions) or issue any shares.

Cross Default: None.

Rating: The Programme is not rated but it is anticipated that certain Series of Notes may be rated by Moody's and/or Standard & Poor's and/or any other international rating agency.

Withholding Tax: All payments of principal and interest by the Issuer in respect of the Notes and Coupons will be made subject to any withholding or deduction for, or on account of, any Jersey taxation and any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Pursuant to Jersey laws, in the event of the imposition upon the Issuer of a requirement to withhold or account for tax or the imposition of a tax in respect of its income resulting in it being unable to make payment of the full amount due in respect of the Notes, the Issuer will, subject to the agreement of the Trustee and provided that it has no adverse effect on any rating awarded to any outstanding Series of Notes, use its best endeavours to procure the substitution as principal debtor under the Trust Deed and the Notes of another company incorporated in another jurisdiction, failing which it shall redeem the Notes, subject to certain exceptions.

Governing Law of the Notes:

English.

Listing:

The Irish Stock Exchange, the Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may be unlisted.

Selling Restrictions:

United States, United Kingdom, European Economic Area and Jersey and any other jurisdiction relevant to any Series. See "Subscription and Sale".

The Issuer is Category 1 for the purposes of Regulation S under the Securities Act.

Notes in bearer form will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the "**C Rules**") unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the "**D Rules**") or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Programme Documents:

Principal Trust Deed dated 26 July 2000 made between the Issuer and the Trustee, as amended from time to time. Each Series will be constituted and secured by a Supplemental Trust Deed dated the Issue Date.

Agency Agreement dated 26 July 2000 made between the Issuer, the Trustee, the Issuing and Principal Paying Agent, the Custodian, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent, as amended from time to time.

RISK FACTORS

The purchase of the Notes may involve substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Unless otherwise specified in the relevant Final Terms, the Notes are not principal protected and purchasers of the Notes are exposed to full loss of principal.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Some of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and, in the light of their own financial circumstances and investment objectives, reach their own views prior to making any investment decision.

RISKS RELATING TO THE ISSUER

Credit Risk

The ability of the Issuer to meet its obligations under the Notes will be dependent, where applicable, upon the payment of principal and interest due on the Mortgaged Property, the payment of all sums due from the relevant counterparty under any Credit Support Document, Swap, Deposit Agreement, Contract or Securities Agreement (together, the "**Charged Agreements**"), upon the Principal Paying Agent and the Custodian making the relevant payments when received and upon all parties to the Programme Documents (other than the Issuer) performing their respective obligations thereunder. Moreover, in certain cases, the security for the Notes will be limited to the claims of the Issuer against the counterparty under the Charged Agreements. Accordingly, Noteholders are exposed, among other things, to the creditworthiness of the obligor(s) in respect of the Mortgaged Property, the Counterparty, the Swap Guarantor, the Principal Paying Agent, the other Paying Agents the Custodian and any Reference Entities.

Further Issues

The terms of the Notes may provide for the issue of further fungible Notes in certain circumstances. The additional Mortgaged Property which the Issuer may be required to provide as security for such further Notes relative to the aggregate nominal amount of the further Notes may be such as to affect the value of the original security provided for the Notes.

Business Relationships

Each of the Issuer, the Dealer(s), the Trustee, the Agents or any of their affiliates may have existing or future business relationships with any Swap Counterparty or obligor in respect of any Mortgaged Property of any Series of Notes (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that it deems necessary or appropriate to protect its interests arising therefrom without regard to the consequences for a Noteholder. Furthermore, the Dealer(s), the Trustee, the Agents or any of their respective affiliates may buy, sell or hold positions in obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, any obligor in respect of Mortgaged Property.

Conflicts Of Interest

Each of the Swap Counterparty and any of its affiliates is acting or may act in a number of capacities in connection with the issue of Notes. The Swap Counterparty and any of its affiliates acting in such capacities in connection with the issue of Notes shall have only the duties and responsibilities expressly agreed to by it in the relevant capacity and shall not, by virtue of its or any other affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such

capacity. Each of the Swap Counterparty and any of its affiliates in its various capacities in connection with the issue of Notes may enter business dealings from which it may derive revenues and profits in addition to any fees stated in various documents, without any duty to account thereof. Various potential and actual conflicts of interest may arise between the interests of the Noteholders and either the Issuer and/or the Swap Counterparty, as a result of the various businesses, management, investment and other activities of such persons, and none of such persons is required to resolve such conflicts of interest in favour of the Noteholders.

RISKS RELATING TO THE NOTES

Investor Suitability

Investment in the Notes may only be suitable for investors who:

- (i) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes and the rights attaching to the Notes;
- (ii) are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time;
- (iii) are acquiring the Notes for their own account for investment, not with a view to resale, distribution or other disposition of the Notes (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- (iv) recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all.

Independent Review And Advice

Each prospective purchaser of Notes must determine, based on its own independent review (including as to the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer, the Swap Counterparty and any relevant obligor(s) in respect of the Mortgaged Property) and such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, whether an investment in the Notes is appropriate in its particular circumstances.

In so doing, and without restricting the generality of the preceding paragraph, such prospective purchaser must determine that its acquisition and holding of the Notes (i) is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes. None of the Issuer, the Trustee, the Dealer(s) or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any purchaser of Notes.

Neither this Offering Circular nor any Final Terms is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or constituting an invitation or offer that any recipient of this Offering Circular or any Final Terms should purchase any Notes. The Trustee and the Dealer(s) expressly do not undertake to review the financial condition or affairs of the Issuer, the Counterparty, the Swap Guarantor, any relevant obligor(s) in respect of the Mortgaged Property for any Series of Notes during the life of the Programme.

No Secondary Market

No secondary market is expected to develop in respect of the Notes and, in the unlikely event that a secondary market in the Notes does develop, there can be no assurance that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Notes. Accordingly, the purchase of the Notes is suitable only for investors who can bear the risks associated with a lack of liquidity in the Notes and the financial and other risks associated with an investment in the Notes. Investors must be prepared to hold the Notes for an indefinite period of time or until final redemption or maturity of the Notes.

No Obligations Owing By The Calculation Agent

For the avoidance of doubt, the Calculation Agent shall have no obligations to the Noteholders, and shall only have the obligations expressed to be binding on it pursuant to the Agency Agreement, unless otherwise specified in the Final Terms.

Taxation

Each Noteholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes. The Issuer will not pay any additional amounts to Noteholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer or any Paying Agents or suffered by the Issuer in respect of its income from the Mortgaged Property or payments under a Charged Agreement (including the deduction of tax from such payments) or any tax, assessment or charge suffered by the Issuer except as provided for in the relevant Final Terms.

Legal Opinions

Legal opinions relating to the Notes will be obtained on issue with respect to the laws of England and of Jersey, but no such opinions will be obtained with respect to any other applicable laws and no investigations will be made into the validity or enforceability of the laws of any other jurisdiction in respect of the obligations under the Notes. Any such legal opinions will not be addressed to, and may not be relied on by, Noteholders. In particular, save as aforesaid, no legal opinions will be obtained in relation to:

- (i) the laws of the country of incorporation of any obligor(s) in respect of the Mortgaged Property.
- (ii) the laws of the country in which the Mortgaged Property are situated; or
- (iii) the laws of the country which are expressed to govern the Mortgaged Property.

Such laws, depending upon the circumstances, may affect, among other things, the validity and legal and binding effect of the Mortgaged Property and the effectiveness and ranking of the security for the Notes. Consequently, no responsibility is accepted by the Issuer in relation to such matters.

Legality Of Purchase

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

Trustee Indemnity

Upon the occurrence of an Event of Default in relation to the Notes, Noteholders may be required to provide an indemnity to the Trustee to its satisfaction as provided for in Condition 10 (Events of Default). The Trustee shall not be obliged to take any action if not indemnified to its satisfaction.

RISKS RELATING TO THE MORTGAGED PROPERTY

Illiquid Mortgaged Property

The Mortgaged Property may comprise assets which are not admitted to any public trading market and may therefore be illiquid and not readily realisable.

Limited Recourse

Claims against the Issuer by the Noteholders of a Series and by the Counterparty will be limited to the Mortgaged Property relating to such Series. The proceeds of realisation of such Mortgaged Property may be less than the sums due to the Noteholders and the Swap Counterparty. Any shortfall will be borne by the Noteholders and by the Swap Counterparty in accordance with the order of priority specified in the relevant Final Terms. Each Noteholder, by subscribing for or purchasing such Notes, will be deemed to accept and acknowledge that it is fully aware that, in the event of a shortfall, (i) the Issuer shall be under no obligation to pay, and the other assets (if any) of the Issuer including, in particular, assets securing other Series of Notes will not be available for payment of, such shortfall, (ii) all claims in respect of such shortfall shall be extinguished, and (iii) the Trustee, the Noteholders and the Swap Counterparty shall have no further claim against the Issuer in respect of such unpaid amounts and will accordingly not be able to petition for the winding up of the Issuer as a consequence of such shortfall.

The Notes of each Series are direct, limited recourse obligations of the Issuer alone and not of the officers, members, directors, employees, Noteholders or incorporator of the Issuer, the Trustee, the Swap Counterparty, the obligor(s) in respect of any Mortgaged Property or their respective successors or assigns. Furthermore, they are not obligations of, or guaranteed in any way by, any Dealer(s).

Provision Of Information

Neither the Issuer, the Trustee, the Agents, the Dealer(s) nor any affiliate makes any representation as to the credit quality of the Swap Counterparty or any relevant obligor(s) in respect of the Mortgaged Property for any Series of Notes. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to such Swap Counterparty or obligor in respect of the Mortgaged Property. None of such persons is under any obligation to make available any information relating to, or keep under review on the Noteholders' behalf, the business, financial conditions, prospects, creditworthiness or status of affairs of any relevant obligor(s) in respect of the Mortgaged Property or conduct any investigation or due diligence into any such obligor(s) in respect of the Mortgaged Property.

Substitution Of Mortgaged Property

The terms of the Notes may provide that the Mortgaged Property may be substituted in accordance with the terms of Condition 4(f)(Substitution of Mortgaged Property). Such substitution may be affected pursuant to an Extraordinary Resolution or, where the Trustee is satisfied that such substitution is not materially prejudicial to the interests of the Noteholders, upon agreement with the Trustee. To the extent the Trustee agrees to the substitution or a Noteholder votes against the adoption of an Extraordinary Resolution in respect of the substitution, that Noteholder will be bound by the terms of the substitution.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are being published simultaneously with this Offering Circular and have been filed with the CSSF in its capacity as competent authority are incorporated in, and form part of, this Offering Circular:

- (a) the audited annual financial statements of the Issuer for the years ended 31 December 2004 and 2003; and
- (b) (for information only) the memorandum and articles of association of the Issuer.

Following the publication of this Offering Circular a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 13 of the Luxembourg act dated 10 July 2005 on prospectuses for securities (*Loi relative aux prospectus por valeurs mobilières*) (the "**Luxembourg Prospectus Act**"). Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in a document which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular can be obtained free of charge from the Principal Paying Agent. In addition, such documents will be available from the principal office in Luxembourg of Fortis Banque Luxembourg S.A. from time to time (currently 50 Avenue J.F. Kennedy, L-2951 Luxembourg) for Notes listed on the Luxembourg Stock Exchange and from the principal office in Ireland of BBVA Ireland p.l.c. from time to time (currently 1 North Wall Quay, Dublin 1, Republic of Ireland) for Notes listed on the Irish Stock Exchange. Copies of documents incorporated by reference in this Offering Circular are also available on the Luxembourg Stock Exchange's website (www.bourse.lu).

The information set out in the table below, which is required by Commission Regulation (EC) No 809/2004, of 29 April 2004, is contained in the documents incorporated by reference:

Information incorporated by reference	Page number
<i>Annual report for 2004</i>	
Audit report	4
Profit and loss account	5
Balance sheet	6
Accounting policies and explanatory notes	8-18
<i>Annual report for 2003</i>	
Audit report	4
Profit and loss account	5
Balance sheet	6
Accounting policies and explanatory notes	8-18

Any information not listed in the cross reference table but included in the documents incorporated by reference is given for information purposes only.

SUPPLEMENT TO THE OFFERING CIRCULAR

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Offering Circular which is capable of affecting the assessment of any Notes, prepare a supplement to this Offering Circular or publish a new Offering Circular for use in connection with any subsequent offering of Notes and shall supply to each Dealer, the CSSF and the IFSRA such number of copies of the supplement or replacement Offering Circular as each of them may reasonably require. Any supplement to this Offering Circular shall be prepared shall be in accordance with the requirements of article 13 of the Luxembourg Prospectus Act.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any). Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Principal Trust Deed and/or the relevant Supplemental Trust Deed. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are constituted and secured by a supplemental trust deed dated the Issue Date (the "**Supplemental Trust Deed**") and made between the Issuer, the Trustee and, if applicable, the other persons specified therein, supplemental to a trust deed (as amended or supplemented as at the Issue Date, the "**Principal Trust Deed**") dated 26 July 2000 and made between the Issuer and Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited) (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)), as trustee for the holders of the Notes. The Principal Trust Deed and the Supplemental Trust Deed are referred to together as the "**Trust Deed**". These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below. An Agency Agreement (as amended or supplemented as at the Issue Date, the "**Agency Agreement**") dated 26 July 2000 has been entered into in relation to the Notes between the Issuer, the Trustee, and Banco Bilbao Vizcaya Argentaria, S.A. as initial issuing and principal paying agent and custodian and the other agents named in it. The issuing and principal paying agent, the custodian, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Issuing and Principal Paying Agent**", the "**Custodian**", the "**Paying Agents**", the "**Registrar**", the "**Transfer Agents**" and the "**Calculation Agent(s)**" and collectively as the "**Agents**". Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours at the specified office of the Trustee (presently at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, England and at the specified offices of the Paying Agents and the Transfer Agents.

The Noteholders (as defined below), the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Principal Trust Deed and/or the relevant Supplemental Trust Deed, the absence of any such meaning indicating that such term is not applicable to the Notes. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 or any amendment or supplement to it and (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 6 or any amendment or supplement to it.

1 Form, Specified Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("**Registered Notes**") or in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**") in each case in the Specified Denomination(s) shown hereon.

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Notes.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note, a Partly Paid Note or a Credit Linked Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to default interest), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be) and "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be).

2 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

- (a) **Exchange of Exchangeable Bearer Notes:** Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 8(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes. Where an Exchangeable Bearer Note is surrendered for exchange by a person who is already a holder of Registered Notes, a new certificate representing the exchanged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (b) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or other forms of transfer in substantially the same form and containing the same representations and certificates (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence which the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor provided that in the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of a duly completed request for exchange or form of transfer or Exercise Notice (as defined in Condition 7(f)) or the surrender of the Certificate for exchange together with satisfaction of any other requirements imposed by these Conditions. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/ or such insurance as it may specify. In this Condition (d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Exchange Free of Charge:** Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(e), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status, Collateral, Obligations and Non-applicability

- (a) **Status of Notes:** The Notes are secured, limited recourse obligations of the Issuer, at all times ranking pari passu and without any preference among themselves, secured in the manner described in Condition 4 and recourse in respect of which is limited in the manner described in Condition 4(e) and Condition 11.
- (b) **Securities and other transactions:** In connection with the issue of the Notes the Issuer may acquire, or may acquire interests in, one or more transferable securities (the "**Securities**") issued by or representing obligations of one or more persons and there may be executed:
- (i) one or more letters of credit, guarantees, loan agreements evidencing loans advanced by the Issuer, options in favour of the Issuer or other credit support documents (each a "**Credit Support Document**") made by a credit support provider (each a "**Credit Support Provider**") in favour of the Issuer

- (ii) one or more swap transactions (including any applicable guarantee, each a “**Swap**”) with one or more swap counterparties (each a “**Swap Counterparty**”) guaranteed, if applicable, by one or more swap guarantors (each a “**Swap Guarantor**”) with an effective date as of the Issue Date
- (iii) one or more deposit agreements (each a “**Deposit Agreement**”)
- (iv) one or more agreements (each a “**Contract**”) between the Issuer and one or more persons (each a “**Beneficiary**”) under which the Issuer may incur indebtedness, grant options or incur other obligations, in each case, on a secured basis and/or
- (v) one or more agreements (each a “**Securities Agreement**”) between the Issuer and one or more persons (each a “**Counterparty**”) under which the Issuer may agree to buy or sell securities or enter into other contractual relations

each as further described in the Supplemental Trust Deed.

A summary of the terms of each Credit Support Document, Swap, Deposit Agreement, Contract and Securities Agreement will be set out in the Final Terms.

(c) **Collateral and Obligations:** In these Conditions:

- (i) “**Collateral**” means the rights, title and interest (if any) of the Issuer in and under the Securities, each Credit Support Document, each Swap, each Deposit Agreement, each Contract and each Securities Agreement
- (ii) “**Mortgaged Property**” means the rights, title and interest (if any) of the Issuer in and under the Securities, each Credit Support Document, each Swap, each Deposit Agreement, each Contract and each Securities Agreement comprising the Collateral and the rights, title and interest (if any) of the Issuer in and under the Agency Agreement and all sums held from time to time by the Custodian and/or the Issuing and Principal Paying Agent insofar as such sums relate to that Series and such rights, title and interest in and under any asset or contractual right over which additional security in relation to that Series, as may be specified in the relevant Supplemental Trust Deed, is granted
- (iii) “**Creditor**” means each person that is entitled to the benefit of Obligations and “**Other Creditor**” means each person that is entitled to the benefit of Other Obligations
- (iv) “**Obligations**” means the obligations and duties of the Issuer under the Trust Deed and each Note, Swap, Contract and Securities Agreement and “**Other Obligations**” means the obligations and duties of the Issuer under each Swap, Contract and Securities Agreement
- (v) “**Obligor**” means each person that has an obligation to the Issuer pursuant to the Collateral.

(d) **Non-applicability:** Where no reference is made in the Supplemental Trust Deed to any Collateral or Obligation, references in these Conditions to any such Collateral or Obligation and to any related Obligor or Creditor, as the case may be, shall not be applicable.

4 Security

- (a) **Security:** Unless otherwise specified in the Supplemental Trust Deed, the Obligations together with claims (if any) of the Custodian (for reimbursement in respect of payments properly made to any person of sums receivable in respect of the Collateral in discharge of an Obligation) and the Issuing and Principal Paying Agent (for reimbursement in respect of payments properly made to any person in discharge of an Obligation) are secured in favour of the Trustee, pursuant to the Trust Deed, by:
 - (i) a first fixed charge and/or an assignment by way of security of all the Issuer’s rights attaching to or relating to the Securities and all sums or assets derived therefrom including without limitation any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary

- (ii) an assignment by way of security of the Issuer's rights, title and interest against the Custodian, to the extent that they relate to the Securities
- (iii) an assignment by way of security of the Issuer's rights, title and interest under the Agency Agreement, to the extent that they relate to the Notes
- (iv) an assignment by way of security of the Issuer's rights, title and interest under each relevant Credit Support Document, Swap, Deposit Agreement and/or Securities Agreement
- (v) a first fixed charge over (a) all sums held by the Issuing and Principal Paying Agent and/or the Custodian to meet payments due in respect of any Obligation and (b) any sums received by the Issuing and Principal Paying Agent under any Credit Support Document, Swap, Deposit Agreement and/or Securities Agreement,

save that no Obligor under the Swap or the Securities Agreement nor the Issuing and Principal Paying Agent or the Custodian shall benefit from the Security in respect of which it is itself an obligor.

Additionally, the Obligations of the Issuer may be secured pursuant to a security document other than the Trust Deed as specified in the relevant Supplemental Trust Deed.

References in these Conditions to "**Security**" are to the security constituted by the Supplemental Trust Deed.

Details of the relevant Collateral and Mortgaged Property will be set out in the relevant Supplemental Trust Deed and the relevant Final Terms for the relevant Series.

- (b) **Application of Security:** The Trustee shall (subject to the provisions of the Supplemental Trust Deed and to Clause 6.4 of the Principal Trust Deed) apply all moneys received by it under the provisions of the Trust Deed in connection with the realisation or enforcement of the Security as follows:

- (i) if "**Counterparty Priority A**" is specified in the relevant Supplemental Trust Deed and Final Terms:
 - (a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities properly incurred by the Trustee or any receiver in preparing and executing the trusts under the Principal Trust Deed and the relevant Supplemental Trust Deed (including any taxes required to be paid, the costs of realising any security and the Trustee's remuneration)
 - (b) secondly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement (which for this purpose shall include any claim of the Custodian for reimbursement in respect of payments made to any such Swap Counterparty relating to sums receivable on the Collateral)
 - (c) thirdly, rateably in meeting the claims (if any) of any Counterparty under each Securities Agreement
 - (d) fourthly, rateably in meeting the claims (if any) of the holders of Notes, Coupons and Receipts and for this purpose such claims shall include any claim of any Agent for reimbursement in respect of payment of principal and interest made to holders of Notes, Coupons and Receipts and
 - (e) fifthly, in payment of the balance (if any) to the Issuer provided, however, if:
 - (i) "**Counterparty Priority B**" is specified in the relevant Final Terms and Supplemental Trust Deed, the Trustee shall apply such moneys received by it as if Counterparty Priority A had been so specified except that the claims (if any) of the Swap Counterparty under each Swap Agreement and of any Counterparty under each Securities Agreement shall rank pari

passu and rateably without any priority or preference among themselves or

- (ii) “**Counterparty Priority C**” is specified in the relevant Final Terms and Supplemental Trust Deed, the Trustee shall apply such moneys received by it as if Counterparty Priority A had been so specified except that the claims (if any) of any Counterparty under each Securities Agreement shall rank ahead of the claims (if any) of the Swap Counterparty under each Swap Agreement, whose claims shall still rank ahead of the Noteholders and Couponholders.
- (ii) if “**Pari Passu Ranking**” is specified in the relevant Supplemental Trust Deed and Final Terms:
 - (a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities properly incurred by the Trustee or any receiver in preparing and executing the trusts under the Principal Trust Deed and the relevant Supplemental Trust Deed (including any taxes required to be paid, the costs of realising any security and the Trustee’s remuneration)
 - (b) secondly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement (which for this purpose shall include the claim of the Custodian for reimbursement in respect of payments made to the Swap Counterparty relating to sums receivable on the Collateral) or any Counterparty under each Securities Agreement, as the case may be, and the holders of Notes, Coupons and Receipts and for this purpose such claims shall include any claim of any Agent for reimbursement in respect of payment of principal and interest made to holders of Notes, Coupons and Receipts and
 - (c) thirdly, in payment of the balance (if any) to the Issuer.
- (iii) if “**Noteholder Priority**” is specified in the relevant Supplemental Trust Deed and Final Terms:
 - (a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities properly incurred by the Trustee or any receiver in preparing and executing the trusts under the Principal Trust Deed and the relevant Supplemental Trust Deed (including any taxes required to be paid, the costs of realising any security and the Trustee’s remuneration)
 - (b) secondly, rateably in meeting the claims (if any) of the holders of Notes, Coupons and Receipts and for this purpose such claims shall include any claim of any Agent for reimbursement in respect of payment of principal and interest made to holders of Notes, Coupons and Receipts)
 - (c) thirdly, in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement (which for this purpose shall include any claim of the Custodian for reimbursement in respect of payments made to the Swap Counterparty relating to sums receivable on the Collateral)
 - (d) fourthly, rateably in meeting the claims (if any) of any Counterparty under each Securities Agreement and
 - (e) fifthly, in payment of the balance (if any) to the Issuer.
- (iv) if “**Custodian Priority**” is specified in the relevant Supplemental Trust Deed and Final Terms:
 - (a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities properly incurred by the Trustee or any receiver in preparing and executing the trusts under the Principal Trust Deed and the relevant

Supplemental Trust Deed (including any taxes required to be paid, the costs of realising any security and the Trustee's remuneration)

- (b) secondly, in meeting the claims (if any) of the Custodian or any Agent for reimbursement in respect of payments made to the Swap Counterparty under each Swap Agreement relating to sums receivable on the Collateral or for reimbursement in respect of payment of principal and interest made to such holders of Notes, Coupons and Receipts, as the case may be
 - (c) thirdly, rateably in meeting the claims (if any) of the Swap Counterparty under each Swap Agreement and the holders of Notes, Coupons and Receipts
 - (d) fourthly, rateably in meeting the claims (if any) of any Counterparty under each Securities Agreement and
 - (e) fifthly, in payment of the balance (if any) to the Issuer.
- (v) If "**Other Priority**" is specified in the relevant Supplemental Trust Deed and Final Terms, the Trustee shall apply all moneys received by it under the provisions of the Principal Trust Deed and the relevant Supplemental Trust Deed in connection with the realisation or enforcement of the security constituted thereby, as set out in the relevant Supplemental Trust Deed and Final Terms.
- (c) **Enforcement of Security:** The Security over the Mortgaged Property shall become enforceable (i) if payment in respect of the Notes is not made when due and payable or delivery of Securities is not made pursuant to Condition 7(i), (ii) if there are Secured Agreements, on termination thereof with sums due and payable but unpaid to Other Creditors (as defined in Condition 3(c)), (iii) upon failure by the Issuer to reimburse the Custodian in respect of payments properly made to any party of sums receivable on the Securities and (iv) upon failure by the Issuer to reimburse the Issuing and Principal Paying Agent in respect of payments properly made to holders of Notes, Coupons and Receipts.
- (d) **Realisation of Security:** If any Security becomes enforceable, the Trustee may at its discretion and shall, on receipt of whichever of a Holder Request, Extraordinary Resolution Direction, Creditor A Direction or Creditor B Direction as shall be specified in the Supplemental Trust Deed, enforce the Security constituted by the Trust Deed.

To do this it may at its discretion take possession of and/or realise the Securities (provided that if some only of the Notes have become repayable then the Trustee shall take possession of or realise only that proportion of the Securities equal to the proportion of the nominal amount of the Notes that are subject to acceleration) and/or take action against any person liable in respect of any Repayable Assets to enforce repayment of such Repayable Assets, enforce, terminate and/or realise any Credit Support Document, Swap, Securities Agreement, Deposit Agreement and/or Contract in accordance with its or their terms, and/or take action against any Obligor but without any liability as to the consequence of such action and without having regard to the effect of such action on individual Noteholders or Couponholders and provided that the Trustee shall not be required to take any action that would involve any personal liability or expense without first being indemnified to its satisfaction.

In this Condition 4(d):

"**Holder Request**" shall mean a request in writing by the holders of at least one-fifth in aggregate nominal amount of the Notes then outstanding (as defined in the Trust Deed)

"**Extraordinary Resolution Direction**" shall mean a direction by Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders

"**Creditor A Direction**" shall mean where sums are due to the Beneficiary and/or the Counterparty and/or the Swap Counterparty and/or the Custodian and/or the Issuing and Principal Paying Agent (the claims in respect of which are secured) a direction in writing by any such party (unless this would in the Trustee's opinion be contrary to the interests of the holders of Notes, Coupons or Receipts) or, if more than one such direction, the first such direction to be given to the Trustee.

and

"Creditor B Direction" shall mean where sums are due to the Beneficiary and/or the Counterparty and/or the Swap Counterparty and/or the Custodian and/or the Issuing and Principal Paying Agent (the claims in respect of which are secured) a direction in writing by any such party or, if more than one such direction, the first such direction to be given to the Trustee.

- (e) **Shortfall after application of proceeds:** If the net proceeds of the realisation of the Security under paragraph (d) above (the **"Net Proceeds"**) are not sufficient to make all payments which but for the effect of this provision would then be due in respect of the Obligations or claims of the Custodian and/or the Issuing and Principal Paying Agent (if any), then the obligations of the Issuer in respect of them will be limited to such Net Proceeds and the other assets of the Issuer (including, in the case of a mandatory partial redemption, the Mortgaged Property other than the Repayable Assets, which will remain available to those Creditors whose Obligations have not become payable or repayable), will not be available for payment of any Shortfall arising therefrom. Any such Shortfall shall be borne by the Creditors, the Custodian and the Issuing and Principal Paying Agent according to the priorities specified in the Supplemental Trust Deed.

The Issuer will not be obliged to make any further payment in excess of the Net Proceeds and accordingly no debt shall be owed by the Issuer in respect of any Shortfall remaining after realisation of the Security under Condition 4(d) and application of the proceeds in accordance with the Trust Deed. None of the Trustee, any Noteholder, any Creditor, the Custodian and the Issuing and Principal Paying Agent (nor any person acting on behalf of any of them) may take any further action to recover such Shortfall. Failure to make any payment in respect of any Shortfall shall in no circumstances constitute an Event of Default under Condition 10.

In this Condition **"Shortfall"** means the difference between the amount of the Net Proceeds and the amount which would but for this Condition 4(e) have been due under the Obligations or in respect of claims of the Custodian and/or the Issuing and Paying Agent.

- (f) **Substitution of Mortgaged Property:** The Issuer may from time to time upon agreement with all the Noteholders or if so directed by an Extraordinary Resolution or, where the Trustee is satisfied that such substitution is not materially prejudicial to the interests of the Noteholders, upon agreement with the Trustee, and, in either case, with the prior written consent of each Other Creditor, substitute alternative Security for such of the Mortgaged Property as it may deem appropriate (provided, in either case, that such substitution will not at the time of substitution result in a downgrading of any rating assigned to the Notes). Any such alternative Mortgaged Property shall be held subject to such Security in favour of the Trustee and the Issuer shall execute such further documentation as the Trustee may require in order to constitute such Security as a condition to such substitution. If the Noteholders or the Trustee (where satisfied as stated above) and each Other Creditor agree to the substitution, the Issuer shall notify the Noteholders thereof in accordance with Condition 15 and, if the Notes are listed on any stock exchange, the Issuer shall also notify such stock exchange of such substitution.
- (g) **Issuer's rights as beneficial owner of Collateral:** The Issuer may exercise any rights in its capacity as beneficial owner of the Collateral only with the consent of the Trustee or as directed by an Extraordinary Resolution of the Noteholders and, if such direction is given, the Issuer will act only in accordance with such direction. In particular, the Issuer will not attend or vote at any meeting of holders of the Securities, or give any consent or notification or make any declaration in relation to the Collateral, unless the Trustee shall so direct or by direction of any Extraordinary Resolution of the Noteholders.

5 Restrictions

So long as any of the Notes (as defined in the Trust Deed) remain outstanding, the Issuer shall not, without the consent of the Trustee, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, entering into transactions including the issue of notes (as provided below), entering into any Credit Support Document and/or Other Obligations and entering into related agreements and transactions (as described below)), declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey or transfer its properties or

assets substantially as an entity to any person (otherwise than as contemplated in these Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 26 July 2000).

The Issuer may from time to time (without the consent of the Noteholders or any Other Creditor but provided that the Trustee is satisfied that the restrictions of this Condition will be complied with) issue further notes (which may form a single series with the Notes) and create or incur further obligations relating to such notes, provided that such further notes and obligations:

- (a) are secured (save in the case of such further notes forming a single series with the Notes) on assets of the Issuer other than the Mortgaged Property, the assets on which any other obligations of the Issuer are secured and the Issuer's share capital
- (b) are issued or created on terms substantially in the form contained in Conditions 4(e) and 11
- (c) are, in the case of such further notes forming a single series with the Notes, secured *pari passu* upon the Mortgaged Property and such further assets of the Issuer upon which such further notes are secured, all in accordance with Condition 14 and
- (d) shall not at the time of issue result in a downgrading of any rating assigned to the Notes.

6 Interest and other Calculations

Notes bear interest on their outstanding nominal amount at the Rate of Interest to be payable on the Interest Payment Dates as set out below:

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date.

If a Fixed Coupon Amount or a Broken Amount is specified hereon, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified hereon.

- (b) **Interest on Floating Rate Notes and Index Linked Interest Notes:**

- (i) *Interest Payment Dates:* Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

- (iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified

hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes:

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated hereon) the Margin (if any). For the purposes of this sub-paragraph (iv), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified hereon;
- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (x) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity) or
 - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date

- (y) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (x)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (x)(ii) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent and
- (z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified

Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro in the Euro-zone as selected by the Calculation Agent (the “Principal Financial Centre”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

- (iv) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified hereon and interest will accrue by reference to an Index or Formula as specified hereon.
- (c) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 7(b)(i)).
- (d) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified hereon.
- (e) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified hereon.
- (f) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 6 to the Relevant Date (as defined in Condition 6(k)).
- (g) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding:**
 - (i) If any Margin or Rate Multiplier is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 6(d) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.
 - (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable

shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

- (h) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:** As soon as practicable after the relevant time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate such rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amount in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange or other relevant authority and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange or other relevant authority of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 6(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest or proven error) be final and binding upon all parties.
- (j) **Determination or Calculation by Trustee:** If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Period or any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.
- (k) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Benchmark**” means the benchmark specified hereon.

“**Business Day**” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of euro, a day on which the TARGET system is operating (a “**TARGET Business Day**”) and/or
- (iii) in the case of a currency and/or one or more Financial Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Financial Centre(s) or, if no currency is indicated, generally in each of the Financial Centres

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (i) if “**Actual/365**” or “**Actual/Actual-ISDA**” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “**Actual/365 (Fixed)**” is specified hereon, the actual number of days in the Calculation Period divided by 365
- (iii) if “**Actual/360**” is specified hereon, the actual number of days in the Calculation Period divided by 360
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)) and
- (v) if “**30E/360**” or “**Eurobond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) and
- (vi) If “**Actual/Actual-ICMA**” is specified hereon,
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (i) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods in any year; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where “**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such hereon or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“**Interest Amount**” means the amount of interest payable and, in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be, and in the case of Index-Linked Interest Notes includes the Coupon.

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified hereon.

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified hereon.

“**ISDA Definitions**” means the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“**Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuters Markets 3000 (“**Reuters**”) and the Moneyline Telerate (“**Telerate**”)) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“**Rate of Interest**” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“**Reference Banks**” means the institutions specified as such hereon or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

“**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such hereon or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR shall be the Euro-zone) or, if none is so connected, London.

“Relevant Rate” means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified hereon or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and for the purpose of this definition “local time” means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Brussels time.

“Representative Amount” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such hereon or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

“Specified Duration” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 6(b)(ii).

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto.

- (l) **Calculation Agent and Reference Banks:** The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall (with the prior approval of the Trustee) appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

7 Redemption, Purchase and Options

(a) **Redemption by Instalments and Final Redemption:**

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 7 or the relevant Instalment Date (being one of the dates so specified hereon) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 7(e) or 7(f),

each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

- (ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 7(e) or 7(f), each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided hereon, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) **Early Redemption:**

(i) **Zero Coupon Notes:**

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note prior to the Maturity Date and the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 7(c) or 7(d) or upon it becoming due and payable as provided in Condition 10, shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(c) or 7(d) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 6(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) **Other Notes:** The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 7(c) or 7(d) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

- (c) **Mandatory Redemption:** If any of the Securities becomes payable or repayable or becomes capable of being declared due and payable or repayable prior to its stated date of maturity for whatever reason or (unless the Trustee otherwise agrees) there is a payment default in respect of any of the Securities, all such Securities which have become so payable or repayable or in respect

of which there has been a payment default together with any or all remaining Securities, as specified in the relevant Supplemental Trust Deed (which may or may not form obligations of the same person as those which have become repayable or in respect of which there has been such a payment default), shall be deemed to have become immediately repayable (the “**Repayable Assets**”). The Issuer shall then forthwith give notice as soon as reasonably practicable (unless otherwise specified in the relevant Supplemental Trust Deed) to the Trustee and the Noteholders and upon the giving of such notice shall redeem each Note at its Early Redemption Amount either in whole or, as the case may be, in part on a pro rata basis in a proportion of its Final Redemption Amount equal to the proportion that the nominal amount of the Repayable Assets bears to the nominal amount of all the Securities (including the Repayable Assets). Interest shall continue to accrue on the part of the nominal amount of Notes becoming due for redemption until payment thereof has been made to the Trustee and notice is given in accordance with Condition 15 that such amount is available for payment. Failure to make any payment due in respect of a mandatory redemption under this Condition 7(c) of part of the nominal amount of the Notes or interest thereon shall not constitute an Event of Default under Condition 10.

In the event of Notes becoming mandatorily due for redemption and the Security becoming enforceable (i) the Trustee may take such action as is provided in Condition 4(d) and (ii) the Early Redemption Amount may be less than the principal amount of the Notes being redeemed.

(d) Redemption for Taxation and other Reasons:

- (i) If the Issuer, on the occasion of the next payment due in respect of the Notes, would be required by Jersey law to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Issuer shall so inform the Trustee, and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved beforehand in writing by the Trustee (provided that such substitution will not at the time of substitution result in a downgrading of any rating assigned to the Notes) as the principal obligor or to change (to the satisfaction of the Trustee (provided that such change will not at the time of such change result in a downgrading of any rating assigned to the Notes)) its residence for taxation purposes to another jurisdiction approved beforehand in writing by the Trustee and if it is unable to arrange such substitution before the next payment is due in respect of the Notes and/or
- (ii) If a Credit Support Document, a Swap, a Deposit Agreement or a Securities Agreement is terminated in whole for any reason, then the Issuer shall forthwith give notice as soon as is reasonably practicable (unless otherwise specified in the relevant Final Terms) to the Trustee, the Noteholders, the Swap Counterparty, the Counterparty and the Beneficiary and upon the giving of such notice all but not some only of the Notes shall become due for redemption on the date specified in such notice at their outstanding Early Redemption Amount (as described in 7(b) above) (together with any interest accrued to the date fixed for redemption).
- (iii) Notwithstanding the foregoing, if any of the taxes referred to in paragraph (d)(i) above arises by reason of any Noteholder’s connection with Jersey otherwise than by reason only of the holding of any Note or receiving or being entitled to any Redemption Amount or interest in respect thereof, then to the extent it is able to do so, the Issuer shall deduct such taxes from the amounts payable to such Noteholder, all other Noteholders shall receive the due amounts payable to them and the Notes shall not be redeemed as provided in the previous provisions. Any such deduction shall not constitute an Event of Default under Condition 10.
- (iv) Notwithstanding the foregoing, if the requirement to withhold or account for tax set out in Condition 7(d)(i) arises as a result of:
 - (A) a withholding or deduction imposed on a payment by or on behalf of the Issuer to an individual required to be made pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the

taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive or

- (B) the presentation for payment of any Bearer Note, Receipt or Coupon by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bearer Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union

then Condition 7(d)(i) shall not apply. The Issuer shall deduct such taxes from the amounts payable to such Noteholder, all other Noteholders shall receive the due amounts payable to them and the Notes shall not be redeemed. Any such deduction shall not constitute an Event of Default under Condition 10.

- (v) In the event of the Notes becoming due for redemption and the Security becoming enforceable (i), the Trustee may take such action as is provided in Condition 4(d) and (ii) the Early Redemption Amount may be less than the principal amount of the Notes being redeemed.

- (e) **Redemption at the Option of the Issuer and Exercise of Issuer's Options:** If Call Option is specified in the Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified), redeem, or exercise any Issuer's option (as may be described hereon) in relation to, all or, if so provided, some or part of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified in the Final Terms and no greater than the maximum nominal amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option, the Notes the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements. So long as the Notes are listed on the Irish Stock Exchange, the Luxembourg Stock Exchange or any other stock exchange and the rules of the relevant stock exchange or other relevant authority so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in Ireland, Luxembourg or as specified by such other stock exchange or other relevant authority, a notice specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

In the event of an early redemption of Notes pursuant to this Condition 7(e), the Optional Redemption Amount may be less than the principal amount of the Notes being redeemed.

- (f) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If Put Option is specified in the Final Terms, the Issuer shall, at the option of the holder of any Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Noteholders' option that may be set out in the Final Terms (which must be exercised on an Option Exercise Date) the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with any Transfer Agent at its specified office, together with a duly completed option

exercise notice (the “**Exercise Notice**”) in or substantially in the form set out in the Agency Agreement, copies of which are obtainable from any Paying Agent or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

In the event of an early redemption of Notes pursuant to this Condition 7(e), the Optional Redemption Amount may be less than the principal amount of the Notes being redeemed.

- (g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the Final Terms.
- (h) **Credit Linked Notes:** If the Final Terms specifies that the Notes are Credit Linked Notes, the amount of principal and interest payable in respect of such notes, and the date of redemption of the Notes, is dependent on whether one or more credit events in respect of one or more reference entities, as specified in the applicable Final Terms, has occurred.
- (i) **Exchange of Notes:**
 - (i) If the Supplemental Trust Deed specifies that the Notes are Exchangeable Notes, upon the occurrence of an event (the “**Exchange Event**”), as specified in the Supplemental Trust Deed, the Issuer shall deliver, or cause to be delivered, to the Clearance System (as defined below) for credit to the respective accounts of entitled Noteholders on the Settlement Date (as defined below) the Securities Entitlement (as defined below) relating to the Notes presented and surrendered in accordance with this Condition in lieu of redeeming the Notes. Notes presented and surrendered by a Noteholder shall be aggregated for the purpose of determining the aggregate Securities Entitlement of that Noteholder. If the aggregate Securities Entitlement of a Noteholder does not comprise a nominal amount of Securities equal to an integral multiple of the minimum denomination of the Securities, the Issuer shall not deliver Securities in a nominal amount equal to a fraction of the minimum denomination of the Securities but shall account to each affected Noteholder for the net cash value (if any) of any such fraction, as determined by the Calculation Agent.
 - (ii) The Issuer shall not deliver, or cause to be delivered, the Securities Entitlement in respect of any Exchangeable Notes unless such Note has been presented and surrendered together with a notification in writing (a “**Delivery Notice**”) specifying an account in the Clearance System for delivery of Securities (in or substantially in the form set out in the Agency Agreement, copies of which are available at the specified office of each of the Paying Agents) to the Issuing and Principal Paying Agent on any business day in London during the period (the “**Notice Delivery Period**”) specified in the Supplemental Trust Deed. (The holder of a Note may present and surrender such Note (together with a Delivery Notice) to any payment agent. In these circumstances, the Noteholder shall be deemed to have presented and surrendered such Note (together with the Delivery Notice) on the business day in London next following the date on which such presentation and surrender occurred). The Issuer shall procure that upon presentation and surrender of a Note pursuant to this paragraph the Paying Agent shall issue to the holder thereof a receipt in respect of such Note. The Notes shall cease to be outstanding on the first day on or after the Settlement Date upon which the Issuer makes the aggregate Securities Entitlement available for delivery in accordance with these Conditions.
 - (iii) If there is a Settlement Disruption Event (as defined below) that prevents settlement on the Settlement Date (as defined below), then settlement shall be on the first succeeding day on which settlement can take place through the Clearance System unless a Settlement Disruption Event prevents settlement on each day that the Clearance System is (or, but for the Settlement Disruption Event, would have been) open for business during the period ending 30 calendar days after the original date on which, but for the Settlement Disruption Event, settlement would have occurred. If settlement does not occur during such 30 calendar day period, the Issuer shall use best efforts to deliver the Securities

comprising the aggregate Securities Entitlement promptly thereafter to a nominee selected by the Trustee.

- (iv) **Purchases:** If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Securities, for the reduction in the notional amount of any Other Obligation and for the purchase of the Notes, which transactions will leave the Issuer with no assets or net liabilities in respect thereof, it may purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.
- (v) **Cancellation:** All Notes purchased by or on behalf of the Issuer shall be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to or to the order of the Issuing and Principal Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (vi) **Definitions:** As used in this Condition:
 - “**Clearance System**” means each of Clearstream Banking, société anonyme and Euroclear Bank N.A./S.V., as operator of the Euroclear System, or such other clearance system specified as the Clearance System for delivery of Securities in the Supplemental Trust Deed;
 - “**Securities Entitlement**” means, in respect of each Exchangeable Note, the nominal amount of Securities specified in the Supplemental Trust Deed to which a holder of such Note may be entitled upon the occurrence of an Exchange Event;
 - “**Settlement Date**” means the date specified in, or determined in accordance with the provisions of, the Supplemental Trust Deed or, if such date is not a day on which the Clearance System is open for business, the next following day that is; and
 - “**Settlement Disruption Event**” means an event beyond the control of the Issuer and the relevant Noteholder as a result of which the Clearance System cannot clear transfers of the Securities comprising the Securities Entitlement of such Noteholder.

8 Payments and Talons

- (a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 8(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 8(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency or in the case of euro in a city in which banks have access to the TARGET System.
- (b) **Registered Notes:**
 - (i) Payments of principal (which for the purposes of this Condition 8(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

- (ii) Interest (which for the purpose of this Condition 8(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made in the relevant currency drawn on a bank in the principal financial centre of the country of such currency concerned, subject as provided in paragraph (a) above, and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and, subject as provided in paragraph (a) above, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of such currency.
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Issuing and Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuing and Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Principal Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent, the Custodian or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents or Custodians or Calculation Agent(s), provided that the Issuer shall at all times maintain (i) an Issuing and Principal Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) a Custodian, (vi) a Paying Agent having its specified office in (A) at least one major European city (B) Luxembourg (so long as the Notes are listed on the Luxembourg Stock Exchange) and, (C) Dublin (for so long as the Notes are listed on the Irish Stock Exchange) (vii) such other agents as may be required by any other stock exchange on which the Notes may be listed in each case, as approved by the Trustee and (viii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.
- In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 8(c) above.
- Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.
- (f) **Unmatured Coupons and Receipts and unexchanged Talons:**
- (i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount

equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

- (ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
 - (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Principal Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:
- (i) (in the case of a payment in a currency other than Euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day.

9 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the

case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

If any of the following events (“**Events of Default**”) occurs the Trustee at its discretion may, and if so requested by holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (provided that the Trustee shall have been indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together with accrued interest:

- (a) default is made for more than 14 days in the payment of any sum due in respect of the Notes or any of them or
- (b) the Issuer does not perform or comply with any one or more of its other obligations under the Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee or
- (c) any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution.

The Issuer has undertaken in the Principal Trust Deed that, on 26 July of each year and also within 14 days after any request by the Trustee, it will send to the Trustee a certificate signed by two Directors to the effect that as at a date not more than five days prior to the date of the certificate no Event of Default or event or circumstance that could with the giving of notice, lapse of time and/or issue of a certificate become an Event of Default has occurred.

11 Enforcement

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders, Couponholders, the Custodian, the Issuing and Principal Paying Agent and the Other Creditors and none of the Noteholders, Couponholders, the Custodian, the Issuing and Principal Paying Agent or the Other Creditors is entitled to proceed against the Issuer unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so and such failure or neglect is continuing.

The Trustee, the Noteholders, the Couponholders, the Custodian, the Issuing and Principal Paying Agent and the Other Creditors shall have recourse only to the Mortgaged Property in respect of the Notes and the Trustee having realised the same or, in the case of a partial redemption pursuant to Condition 7(c), the Repayable Assets together with a corresponding part of the Security, and distributed the Net Proceeds in accordance with Condition 4, none of the Trustee, the Noteholders, the Couponholders, the Custodian, the Issuing and Principal Paying Agent or the Other Creditors or anyone acting on behalf of any of them shall be entitled to take any further steps against the Issuer to recover any further sum and no debt shall be owed by the Issuer in respect of such sum. In particular, none of the Trustee, any Noteholder or Couponholder, the Custodian, the Issuing and Principal Paying Agent or the Other Creditors, nor any other party to the Supplemental Trust Deed shall be entitled to institute, or join with any other person in bringing, instituting or joining, insolvency proceedings (whether court based or otherwise) in relation to the Issuer, and none of them shall have any claim in respect of any sum arising in respect of any assets secured for the benefit of any other obligations of the Issuer.

12 Meetings of Noteholders, Modification, Waiver and Substitution

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Noteholders holding not less than 10 per cent in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a

clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to issue further notes which are to be consolidated with and form a single issue with the Notes other than in the circumstances envisaged in Condition 14; (iv) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (v) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon to reduce any such Minimum and/or Maximum, (vi) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount including the method of calculating the Amortised Face Amount, (vii) to vary the currency or currencies of payment or denomination of the Notes, (viii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (ix) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, (x) to modify the provisions of the Trust Deed concerning this exception or (xi) to modify certain provisions of Condition 4, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be amended, modified or varied in relation to the Notes by the terms of the relevant Supplemental Trust Deed in relation to such Notes.

- (b) **Modification of the Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed, Credit Support Document, Swap, Deposit Agreement, Contract or Securities Agreement that is of a formal, minor or technical nature or is made to correct a manifest or proven error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of these Conditions or any of the provisions of the Trust Deed, Credit Support Document, Swap, Deposit Agreement, Contract or Securities Agreement that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable. The Issuer shall notify Moody's and Standard & Poor's (each as defined in the Principal Trust Deed) of any modification made by it in accordance with this Condition 12(b).
- (c) **Substitution:** The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, without the consent of the Noteholders or the Couponholders but subject to the prior written consent of the Other Creditors, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and all of the Notes then outstanding provided that such substitution shall not at the time of substitution result in a downgrading of any rating assigned to the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Notes, the Receipts, the Coupons, the Talons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders and shall not at the time of such change result in a downgrading of any rating assigned to the Notes. Under the Trust Deed, the Trustee may agree or require the Issuer to use all reasonable endeavours to procure the substitution as principal debtor under the Trust Deed and all of the Notes then outstanding of a company incorporated in some other jurisdiction in the event of the Issuer becoming subject to any form of tax on its income or payments in respect of the Notes, subject to the approval of the Other Creditors and provided that such substitution shall not at the time of substitution result in a downgrading of any rating assigned to the Notes.

- (d) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

13 Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of any paying agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders but subject to Condition 5 create and issue further notes either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the Notes or upon such terms as the Issuer may determine at the time of their issue. Any such further notes shall only form a single issue with the Notes (unless otherwise approved by an Extraordinary Resolution) if the Issuer provides additional assets as security for such further notes which are fungible with, and have the same proportionate composition as, those forming part of the Mortgaged Property for the Notes and in the same proportion that the nominal amount of such new notes bears to the Notes and the Issuer enters into, or has the benefit of, additional or supplemental Credit Support Documents, Swaps, Deposit Agreements and Securities Agreements extending the terms of any existing Credit Support Documents, Swaps, Deposit Agreements and Securities Agreements to the new notes on terms no less favourable than such existing documents and agreements. Any new notes forming a single series with the Notes shall be constituted and secured by a deed supplemental to the Trust Deed, such further security shall be added to the Mortgaged Property so that the new notes and the existing Notes shall be secured by the same Mortgaged Property and references in these Conditions to "Notes", "Collateral", "Mortgaged Property", "Credit Support Documents", "Swaps", "Deposit Agreements", "Contracts", "Securities Agreements", "Obligations", "Other Obligations", "Creditors" and "Other Creditors" shall be construed accordingly. The Trust Deed contains provisions for convening a single meeting of the holders of the Notes and the holders of notes of other specified series in certain circumstances where the Trustee so decides.

15 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*) and so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, Notices will be published in a daily newspaper with general circulation in Luxembourg (which is expected to be the *d'Wort*) or on the Luxembourg Stock Exchange's website (www.bourse.lu) and, so long as the Notes are listed on the Irish Stock Exchange and the rules of that exchange so require, in one daily newspaper published in the Republic of Ireland. If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication

or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

16 Indemnification and Obligations of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee, for its relief from responsibility including for the exercise of any voting rights in respect of the Securities and for the validity, sufficiency and enforceability (which the Trustee has not investigated) of the Security created over the Mortgaged Property. The Trustee is not obliged or required to take any action under the Trust Deed which may involve it in incurring any personal liability or expense unless indemnified to its satisfaction. The Trustee and any affiliate are entitled to enter into business transactions with the Issuer, any Obligor, any Credit Support Provider, Beneficiary, Counterparty, Swap Counterparty or Swap Guarantor or any of their subsidiary, holding or associated companies without accounting to the Noteholders for profit resulting therefrom.

The Trustee is exempted from liability with respect to any loss or theft or reduction in value of the Securities, from any obligation to insure or to procure the insuring of the Securities and from any claim arising from the fact that the Securities will be held in safe custody by the Custodian or any custodian selected by the Trustee (in each case, if applicable). The Trustee is not responsible for monitoring or supervising the performance by any other person of its obligations to the Issuer and may assume these are being performed unless it shall have actual knowledge to the contrary.

The Trust Deed provides that in acting as Trustee under this Trust Deed the Trustee shall not assume any duty or responsibility to the Other Creditors, the Custodian or the Issuing and Principal Paying Agent (other than to pay to any of such parties any moneys received and repayable to it and to act in accordance with the provisions of Condition 4) and shall have regard solely to the interests of the Noteholders.

17 Contracts (Rights of Third Parties) Act 1999

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

18 Governing Law and Jurisdiction

- (a) **Governing Law:** The Trust Deed, the Notes, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.
- (c) **Service of Process:** The Issuer has irrevocably appointed an agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

Upon the initial deposit of a Global Note with a depository for Euroclear and Clearstream, Luxembourg (the “**Depository**”) or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or any other clearing system as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Exchange

Temporary Global Notes. Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “Summary of the Programme-Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

Permanent Global Notes. Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes or, in the case of paragraph (iii) below, Registered Notes:

- (i) unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to the Noteholders, the Issuing and Principal Paying Agent and the Trustee of its intention to effect such exchange
- (ii) if the relevant Final Terms provides that such permanent Global Note is exchangeable at the request of the holder, by the holder giving notice to the Issuing and Principal Paying Agent of its election for such exchange
- (iii) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Issuing and Principal Paying Agent of its election to exchange the whole or a part of such Global Note for Registered Notes and

- (iv) otherwise, if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so.

Permanent Global Certificates. If the Final Terms states that the Notes are to be represented by a permanent Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

- (i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or
- (ii) with the consent of the Issuer

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) above, the Registered Holder has given the Registrar not less than 30 days’ notice at its specified office of the Registered Holder’s intention to effect such transfer. Where the holding of Notes represented by a Global Certificate is only transferable in its entirety, the Certificate issued to the transferee upon transfer of such holding shall be a Global Certificate. Where transfers are permitted in part, Certificates issued to transferees shall not be Global Certificates unless the transferee so requests and certifies to the Registrar that it is, or is acting as a nominee for, Clearstream, Luxembourg, Euroclear and/or an Alternative Clearing System.

Partial Exchange of Permanent Global Notes. For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions (1) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

Delivery of Notes. On or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Principal Paying Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be. In this Offering Circular, “Definitive Notes” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

Exchange Date. “**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 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 Issuing and Principal Paying Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Offering Circular. The following is a summary of those provisions:

Payments. No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. The second exception to Condition 7(d)(i) (if the requirement to withhold or account for tax set out in Condition 7(d)(i) arises as a result of the presentation for payment of any Bearer Note, Receipt or Coupon by or on behalf of a holder who would have been able to avoid such withholding or deducting by presenting the relevant Bearer Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union then Condition 7(d)(i) shall not apply) and Condition 8(e) will apply to the Definitive Notes only.

Prescription. Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in the Conditions).

Meetings. The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each minimum Specified Denomination of Notes for which such Global Note may be exchanged. (All holders of Registered Notes are entitled to one vote in respect of each Note comprising such Noteholder's holding, whether or not represented by a Global Certificate.)

Cancellation. Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

Purchase. Notes represented by a permanent Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

Issuer's Option. Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the certificate numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other clearing system (as the case may be).

Noteholders' Options. Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Issuing and Principal Paying Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the certificate numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time presenting the permanent Global Note to the Issuing and Principal Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Principal Paying Agent, for notation.

Trustee's Powers. In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note or Registered Notes and may consider such

interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

Notices. So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note except that, so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, notices shall also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *d'Wort*) or on the Luxembourg Stock Exchange's website (www.bourse.lu) and, so long as the Notes are listed on the Irish Stock Exchange and the rules of that exchange so require, notices shall also be published in one daily newspaper published in the Republic or Ireland.

Partly Paid Notes

The provisions relating to Partly Paid Notes are not set out in this Offering Circular, but will be contained in the relevant Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used to purchase the Securities comprising the Mortgaged Property in respect of the relevant Series, to pay for or enter into any Credit Support Document, any Deposit Agreement, any Securities Agreement, any Contract or any Swap Agreement in connection with such Series and to pay expenses in connection with the administration of the Issuer.

DESCRIPTION OF THE ISSUER

General

Atlanteo Capital Limited (the "**Issuer**") was registered and incorporated on 12 July 2000 under the Companies (Jersey) Law 1991, registration number 77711 as a public company. The Issuer was established as a special purpose vehicle for the purpose of issuing Notes and entering into related transactions. The Issuer has been incorporated for an indefinite period. The registered office of the Issuer is at St. Paul's Gate, New Street, St Helier, Jersey, JE4 8ZB and its telephone number is +44 1 534 88 93 73. The authorised share capital of the Issuer is £10,000 divided into 10,000 ordinary shares of £1 each, £2 of which have been issued. All of the issued shares are fully-paid and are held to the order of Deutsche International Trustee Services (C.I.) Limited as share trustee (the "**Share Trustee**") under the terms of a declaration of trust (The Atlanteo Charitable Trust) dated 11 July 2000 (the "**Declaration of Trust**") under which the Share Trustee holds them on trust for charities or charitable purposes. The Share Trustee has no beneficial interest in and derives no benefit (other than its fees for acting as Share Trustee) from its holding of the shares of the Issuer.

So long as any of the Notes remain outstanding, the Issuer shall not, without the consent of the Trustee, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing further Series of Notes and entering into related agreements and transactions as provided for in Condition 5, or, *inter alia*, declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 26 July 2000).

Business

The Principal Trust Deed contains restrictions on the activities that the Issuer may engage in. Pursuant to these restrictions the business of the Issuer is limited to acquiring and holding the Mortgage Property, issuing further series of Notes and entering into related agreements and transactions.

The Issuer has, and will have, no assets other than the sum of £2 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of, borrowing under, purchase, sale or entering into of Notes and any Mortgaged Property and any other assets on which Notes are secured.

The Notes are obligations of the Issuer alone and not of the Share Trustee, the Trustee or any other person.

The Securities will be held in an account of, and in the name of, the Custodian. Where Mortgaged Property consists of assets other than Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement and/or the Custody Agreement, as the case may be, for receiving payments on the Mortgaged Property and remitting them to the relevant Other Creditors or the Issuing and Principal Paying Agent, as the case may be.

Save in respect of the fees generated in connection with Notes, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer does not expect to accumulate any surpluses. Fees payable by the Issuer to its administrator, the Trustee, the Custodian and other Agents will be paid out of the proceeds of each issue of Notes and none of the Trustee, the Paying Agents, the Custodian, the Registrar, the Transfer Agents or the Calculation Agent(s) may have recourse to assets of the Issuer which are held as security for Notes other than the Notes in respect of which the claim arises. Additionally, the Paying Agents, the Custodian, the Registrar, the Transfer Agents and the Calculation Agent(s) have agreed that the payments of outstanding fees (if any) shall be limited to amounts available, following application in accordance with the terms of the Trust Deed, to discharge such liabilities.

Recent developments

Since 31 December 2004, the Issuer has continued to engage in the business of acquiring and holding Mortgage Property, issuing further series of Notes and entering into related agreements and transactions. The Issuer has not conducted any other business. As at 15 December 2005 the Issuer's total indebtedness represented by such issues of Notes was as set out in the capitalisation table below.

Capitalisation

The following table sets out the capitalisation of the Issuer on 15 December 2005

Shareholders Funds	
Share Capital (Authorised £10,000: Issued 2 shares of £1 each).....	
Indebtedness	
Series 1	€ 2,567,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2030
Series 2	€ 36,210,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 4	€ 3,010,500 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 5	€ 4,558,677 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 6	€ 26,080,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 9	€ 1,818,843 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 10	€ 13,417,324 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 11	€ 4,511,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2030
Series 13	€ 5,203,270 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 14	€ 2,887,860 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 15	€ 20,379,360 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 16	€ 22,150,783 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 17	€ 6,154,360 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 18	€ 3,822,436 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 20	€ 90,213,728 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 21	€ 46,670,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 22	€ 12,463,200 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 23	€ 46,939,200 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 24	€ 45,523,975 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 25	€ 17,299,440 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 26	€ 51,850,552 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 28	€ 43,408,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 29	€ 7,701,620 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 30	€ 5,476,980 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 31	€ 2,127,340 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 32	€ 24,549,650 Secured Amortising Fixed Rate Limited Recourse Notes due 2040
Series 33	€ 5,559,641 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 35	€ 4,172,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 36	€ 2,566,790 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 37	€ 8,414,170 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 39	€ 4,097,540 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 42	€ 6,000,000 Secured Limited Recourse Notes due 2006
Series 44	€ 9,834,100 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 45	€ 2,283,846 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 46	€ 11,233,695 Secured Amortising Fixed Rate Limited Recourse Notes due 2039
Series 47	€ 3,600,535 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 48	€ 7,204,556 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 49	€ 34,389,500 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 50	€ 11,360,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 51	€ 8,128,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 52	€ 3,602,280 Secured Amortising Fixed Rate Limited Recourse Notes due 2009

Series 53	€ 3,226,800 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 54	€ 1,787,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 55	€ 2,539,900 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 57	€ 12,216,165 Secured Amortising Fixed Rate Limited Recourse Notes due 2014
Series 58	€ 25,263,190 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 59	€ 36,600,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2015
Series 60	€ 50,510,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2012
Series 61	€ 10,358,120 Secured Amortising Fixed Rate Limited Recourse Notes due 2014
Series 62	€ 14,293,267 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 63	€ 37,265,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 64	€ 8,080,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2014
Series 66	€ 25,043,660 Secured Amortising Fixed Rate Limited Recourse Notes due 2011
Series 67	€ 5,089,034 Secured Amortising Limited Recourse Notes due 2036
Series 68	€ 20,029,263 Secured Amortising Fixed Rate Limited Recourse Notes due 2009
Series 69	€ 25,635,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 70	€ 6,340,500 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 72	€ 21,672,502 Secured Amortising Limited Recourse Notes due 2041
Series 73	\$ 25,904,800 Secured Limited Recourse Notes due 2006
Series 74	€ 3,278,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 75	€ 3,923,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 76	€ 12,798,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 77	€ 10,708,750 Secured Amortising Limited Recourse Notes due 2031
Series 78	\$ 11,528,000 Secured Limited Recourse Notes due 2006
Series 80	€ 1,800,000 Secured Index Linked Limited Recourse Notes due 2008
Series 81	€ 4,300,400 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 82	€ 3,007,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2039
Series 83	€ 24,860,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2016
Series 84	€ 6,958,220 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 85	€ 9,796,500 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 86	€ 1,107,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 87	€ 20,121,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2013
Series 88	€ 4,571,600 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 89	€ 7,123,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 90	€ 3,018,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2041
Series 91	€ 24,496,427 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 92	€ 15,403,292 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 93	€ 2,015,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 94	€ 5,595,000 Secured Limited Recourse Notes due 2031
Series 95	€ 6,073,000 Secured Limited Recourse Notes due 2020
Series 98	€ 16,022,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2031
Series 99	€ 26,203,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 100	€ 2,560,000 Secured Amortising Fixed Rate Limited Recourse Notes due 2042
Series 102	€ 23,000,000 Secured Limited Recourse Notes due 2022
Series 103	€ 10,632,752 Secured Amortising Fixed Rate Limited Recourse Notes due 2013
Series 108	\$ 2,600,000 Secured Limited Recourse Notes due 2005
Series 116	€ 25,308,961 Secured Amortising Limited Recourse Notes due 2042
Series 117	€ 5,000,000 Secured Limited Recourse Notes due 2010
Series 118	€ 15,000,000 Secured Limited Recourse Notes due 2010

Series 119	€ 7,018,450 Secured Amortising Limited Recourse Notes due 2014
Series 120	€ 8,000,000 Secured Amortising Limited Recourse Notes due 2010
Series 121	€ 49,396,189 Secured Amortising Limited Recourse Notes due 2010
Series 125	€ 6,542,000 Secured Amortising Limited Recourse Notes due 2032
Series 126	€ 8,045,000 Secured Amortising Limited Recourse Notes due 2027
Series 127	€ 9,015,000 Secured Amortising Limited Recourse Notes due 2042
Series 128	€ 8,310,000 Credit Linked Notes due 2012
Series 129	€ 7,517,750 Secured Amortising Limited Recourse Notes due 2042
Series 130	€ 14,352,538 Secured Amortising Limited Recourse Notes due 2042
Series 131	€ 16,000,000 Credit Linked Notes due 2010
Series 132	€ 6,793,000 Secured Amortising Limited Recourse Notes due 2042
Series 133	€ 6,762,500 Secured Amortising Limited Recourse Notes due 2042
Series 134	€ 7,220,500 Zero Coupon Secured Limited Recourse Notes due 2007
Series 135	€ 3,741,380 Secured Amortising Limited Recourse Notes due 2042
Series 136	€ 12,983,200 Secured Amortising Limited Recourse Notes due 2042
Series 137	€ 6,430,000 Secured Amortising Limited Recourse Notes due 2045
Series 138	€ 2,537,000 Secured Amortising Limited Recourse Notes due 2042
Series 139	€ 26,815,826 Secured Amortising Limited Recourse Notes due 2042
Series 140	€ 2,714,420 Secured Amortising Limited Recourse Notes due 2042
Series 142	€ 41,091,460 Secured Amortising Limited Recourse Notes due 2042
Series 143	€ 7,960,000 Secured Amortising Limited Recourse Notes due 2026
Series 144	€ 4,830,000 Secured Amortising Limited Recourse Notes due 2047
Series 146	€ 19,277,485 Secured Amortising Limited Recourse Notes due 2042
Series 147	€ 2,303,900 Secured Amortising Limited Recourse Notes due 2042
Series 148	€ 1,521,000 Secured Amortising Limited Recourse Notes due 2042
Series 149	€ 1,535,000 Secured Amortising Limited Recourse Notes due 2042
Series 150	€ 3,510,000 Secured Amortising Limited Recourse Notes due 2042
Series 151	€ 7,575,000 Secured Amortising Limited Recourse Notes due 2042
Series 152	€ 8,879,360 Secured Amortising Limited Recourse Notes due 2042
Series 153	€ 7,550,750 Secured Amortising Limited Recourse Notes due 2032
Series 154	€ 1,432,235 Secured Amortising Limited Recourse Notes due 2042
Series 155	€ 5,100,000 Credit Linked Notes 2005
Series 156	€ 102,161,749 Secured Amortising Limited Recourse Notes due 2045
Series 157	€ 2,618,000 Secured Amortising Limited Recourse Notes due 2032
Series 158	€ 1,851,710 Secured Amortising Limited Recourse Notes due 2042
Series 159	\$ 4,850,000 Credit Linked Notes 2005
Series 160	€ 1,977,000 Secured Amortising Limited Recourse Notes due 2012
Series 161	€ 7,258,000 Secured Amortising Limited Recourse Notes due 2032
Series 162	€ 30,170,000 Secured Amortising Limited Recourse Notes due 2042
Series 163	€ 12,657,800 Secured Amortising Limited Recourse Notes due 2042
Series 165	€ 10,040,000 Secured Amortising Limited Recourse Notes due 2042
Series 166	€ 12,946,750 Secured Amortising Limited Recourse Notes due 2042
Series 167	€ 18,450,000 Secured Amortising Limited Recourse Notes due 2042
Series 168	€ 10,480,000 Secured Amortising Limited Recourse Notes due 2032
Series 170	€ 4,529,800 Secured Amortising Limited Recourse Notes due 2042
Series 172	€ 4,793,250 Secured Amortising Limited Recourse Notes due 2042

Series 173	€ 12,150,000 Secured Amortising Limited Recourse Notes due 2032
Series 174	€ 54,524,000 Secured Amortising Limited Recourse Notes due 2032
Series 177	€ 48,500,000 Secured Amortising Limited Recourse Notes due 2016
Series 178	€ 2,185,909 Secured Amortising Limited Recourse Notes due 2025
Series 179	€ 8,122,510 Secured Amortising Limited Recourse Notes due 2042
Series 180	€ 4,474,000 Credit Linked Notes due 2010
Series 182	€ 2,333,000 Secured Amortising Limited Recourse Notes due 2032
Series 183	€ 18,195,000 Secured Amortising Limited Recourse Notes due 2042
Series 184	€ 4,727,000 Secured Amortising Limited Recourse Notes due 2042
Series 185	€ 8,629,114 Secured Amortising Limited Recourse Notes due 2032
Series 186	€ 18,658,898 Secured Amortising Limited Recourse Notes due 2042
Series 187	€ 2,971,800 Secured Amortising Limited Recourse Notes due 2042
Series 188	€ 7,715,000 Secured Amortising Limited Recourse Notes due 2042
Series 189	€ 4,450,278 Secured Amortising Limited Recourse Notes due 2042
Series 191	€ 4,741,000 Secured Amortising Limited Recourse Notes due 2009
Series 193	€ 2,000,000 Secured Amortising Limited Recourse Notes due 2013
Series 194	€ 12,627,000 Secured Amortising Limited Recourse Notes due 2011
Series 195	\$ 1,000,000 Secured Amortising Limited Recourse Notes due 2007
Series 196	€ 58,885,120 Secured Amortising Limited Recourse Notes due 2042
Series 197	€ 19,000,000 Secured Limited Recourse Notes due 2008
Series 198	\$ 30,000,000 Secured Limited Recourse Notes due 2010
Series 199	€ 8,200,416 Secured Amortising Limited Recourse Notes due 2032
Series 200	\$ 13,486,000 Secured Limited Recourse Notes due 2010
Series 201	€ 16,500,000 Secured Amortising Limited Recourse Notes due 2042
Series 202	€ 8,180,000 Secured Amortising Limited Recourse Notes due 2015
Series 205	€ 5,541,500 Secured Amortising Limited Recourse Notes due 2011
Series 206	€ 2,793,200 Secured Amortising Limited Recourse Notes due 2030
Series 207	\$ 20,600,000 Secured Limited Recourse Notes due 2010
Series 210	€ 4,538,250 Secured Amortising Limited Recourse Notes due 2030
Series 212	€ 4,900,000 Secured Limited Recourse Notes due 2011
Series 213	€ 7,720,668 Secured Amortising Limited Recourse Notes due 2042
Series 214	CHF 10,277,400 Fixed Rate Limited Recourse Notes due 2005
Series 215	€ 7,272,000 Secured Amortising Limited Recourse Notes due 2029
Series 218	€ 3,785,000 Secured Amortising Limited Recourse Notes due 2033
Series 219	€ 5,015,200 Secured Amortising Limited Recourse Notes due 2043
Series 220	€ 15,200,000 Secured Limited Recourse Notes due 2006
Series 221	\$ 19,100,000 Secured Limited Recourse Notes due 2006
Series 222	\$ 6,600,000 Secured Limited Recourse Notes due 2007
Series 223	€ 8,268,500 Secured Amortising Limited Recourse Notes due 2033
Series 224	\$ 9,900,000 Secured Limited Recourse Notes due 2013
Series 225	\$ 10,000,000 Secured Limited Recourse Notes due 2013
Series 226	€ 8,764,000 Secured Amortising Limited Recourse Notes due 2010
Series 227	€ 8,000,000 Secured Limited Recourse Notes due 2029
Series 229	€ 4,072,000 Secured Amortising Limited Recourse Notes due 2043
Series 231	\$ 10,000,000 Secured Limited Recourse Notes due 2013
Series 233	€ 1,250,000 Secured Limited Recourse Notes due 2011

Series 234	€ 14,262,000 Secured Amortising Limited Recourse Notes due 2033
Series 235	€ 9,897,000 Index Linked Limited Recourse Notes due 2009
Series 236	€ 16,664,710 Secured Amortising Limited Recourse Notes due 2037
Series 237	€ 4,098,650 Secured Amortising Limited Recourse Notes due 2043
Series 238	\$ 450,000 Step Up Coupon Limited Recourse Notes due 2007
Series 239	€ 3,184,000 Secured Amortising Limited Recourse Notes due 2042
Series 240	€ 476,180 Secured Amortising Limited Recourse Notes due 2036
Series 241	€ 10,000,000 Secured Limited Recourse Notes due 2013
Series 243	€ 5,975,000 Secured Amortising Limited Recourse Notes due 2013
Series 245	€ 8,739,000 Index Linked Notes due 2007
Series 248	\$ 1,110,000 Index Linked Limited Recourse Notes due 2009
Series 251	€ 1,592,000 Secured Amortising Limited Recourse Notes due 2033
Series 252	€ 2,950,000 Secured Limited Recourse Notes due 2011
Series 253	€ 6,792,000 Index Linked Notes due 2007
Series 254	\$ 7,500,000 Secured Limited Recourse Notes due 2007
Series 256	€ 2,330,000 Index Linked Limited Recourse Notes due 2009
Series 257	€ 2,071,000 Index Linked Limited Recourse Notes due 2010
Series 258	€ 3,038,785 Secured Amortising Limited Recourse Notes due 2044
Series 259	\$ 2,900,000 Secured Limited Recourse Notes due 2007
Series 260	€ 2,760,000 Secured Limited Recourse Notes due 2007
Series 261	\$ 10,280,000 Secured Limited Recourse Notes due 2007
Series 262	€ 966,500 Secured Amortising Limited Recourse Notes due 2009
Series 264	€ 30,000,000 Secured Limited Recourse Notes due 2012
Series 265	€ 1,000,000 Secured Limited Recourse Notes due 2019
Series 266	€ 5,000,000 Secured Limited Recourse Notes due 2019
Series 267	\$ 3,550,000 Callable Secured Limited Recourse Notes due 2011
Series 268	\$ 6,500,000 Callable Secured Limited Recourse Notes due 2007
Series 269	€ 10,960,000 Secured Limited Recourse Notes due 2005
Series 270	€ 2,500,000 Secured Limited Recourse Notes due 2007
Series 271	€ 1,500,000 Secured Limited Recourse Notes due 2007
Series 272	€ 846,800 Secured Amortising Limited Recourse Notes due 2025
Series 273	\$ 3,800,000 Callable Secured Limited Recourse Notes due 2008
Series 274	€ 6,850,000 Callable Index Linked Notes due 2020
Series 275	€ 5,000,000 Secured Limited Recourse Notes due 2012
Series 276	\$ 7,000,000 Index Linked Secured Limited Recourse Notes due 2008
Series 277	\$ 5,000,000 Secured Limited Recourse Notes due 2015
Series 278	€ 10,000,000 Equity Linked Secured Limited Recourse Notes due 2008
Series 279	€ 40,000,000 Variable Secured and Limited Recourse Notes due 2010
Series 280	€ 5,000,000 Equity Linked Secured Limited Recourse Notes due 2010

As at the date of this Offering Circular, the Issuer has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

There has been no material change in the capitalisation of the Issuer since 15 December 2005.

There has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position of the Issuer, in each case, since the 31 December 2004.

Directors

The Directors of the Issuer are Niall McCallum, Louise Holmes and Mark Rumbold, who are employees of Deutsche Bank International Limited.

The business address of the Directors is the same as the registered office of the Issuer.

Deutsche International Trust Corporation (C.I.) Limited (currently of St. Paul's Gate, New Street, St Helier, Jersey, JE4 8ZB) is the administrator of the Issuer. Its duties include the provision of certain management, administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months' notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Financial Statements

The Issuer has produced audited annual and financial statements for each of the years ended 31 December 2004 and 2003. Copies of such audited financial statements will be available free of charge from the Issuer at its registered office and at the specified office of each Paying Agent. The auditors of the Issuer are Deloitte & Touche (of P.O. Box 403, Lord Coutanche House, 66-68 Esplanade, St. Helier, Jersey, Channel Islands JE4 8WA), who are members of the Institute of Chartered Accountants in England and Wales.

SECURITY ARRANGEMENTS

The Security may include a fixed charge over Securities which may be held by or through the Custodian through Euroclear and/or Clearstream, Luxembourg and/or an alternative clearing system (each a “clearing system”). The charge is intended to create a property interest in the Securities in favour of the Trustee to secure the Issuer’s liabilities. However, where the Securities are held through a clearing system the interests which the Custodian holds and which are traded in the clearing system are not the physical Securities themselves but a series of contractual rights. These rights consist of (i) the Issuer’s rights against the Custodian, (ii) the Custodian’s rights as an accountholder against the clearing system, (iii) the rights of the clearing system against the depositary and (iv) the rights of the depositary against the issuer of the Securities. **As a result, where Securities are held in a clearing system or through a custodian the Security will take the form of an assignment of the Issuer’s rights against the Custodian under the Agency Agreement or the Custody Agreement, as the case may be, rather than a charge over the Securities themselves.**

TAXATION

General

The following is a summary of certain tax consequences in relation to the payments on the Notes is based on the taxation law and practice in force at the date of this document, and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. Prospective investors should consult their own professional advisers on the implications of subscribing for, buying holding, selling, redeeming or disposing of Notes and the receipt of interest and distributions (whether or not a winding-up) with respect to such Notes under the laws of the jurisdictions in which they may be liable to taxation.

Jersey

Under Jersey laws at the date of this Offering Circular:

Issuer – exempt company

The Issuer has obtained “exempt company” status within the meaning of Article 123A of the Income Tax (Jersey) Law, 1961, as amended, for the calendar year ending 31 December 2005 and for each subsequent year up to and including 2010. The Issuer will be required to pay an annual exempt company charge which is currently £600 in respect of each subsequent calendar year during which it wishes to continue to have “exempt company” status. The retention of “exempt company” status is conditional upon and subject to the Comptroller of Income Tax in Jersey being satisfied that no Jersey resident has a beneficial interest in the Issuer, except as permitted by the Comptroller of Income Tax.

As an “exempt company”, the Issuer will not be liable to Jersey income tax other than on Jersey source income (except by concession bank deposit interest on Jersey bank accounts). For so long as the Issuer is an “exempt company”, payments in respect of the Notes will not be subject to any taxation in Jersey (unless the Noteholder is resident in Jersey) and no withholding in respect of taxation will be required on such payments to any holder of the Notes.

On 3 June 2003, the European Union Council of Economic and Finance Ministers reached political agreement on the adoption of a Code of Conduct on Business Taxation (the “Code”). Jersey is not a member of the European Union, however, the Policy & Resources Committee of States of Jersey has announced that, in keeping with Jersey’s policy of constructive international engagement, it intends to propose legislation to replace the Jersey exempt company regime by the end of 2008 with a general zero rate of corporate tax.

Taxation of savings income

As part of an agreement reached in connection with the EU directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from 1 July 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in an EU Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to EU Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in an EU Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the EU Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the EU Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and what is understood to be the current practice of the Jersey tax authorities, the Issuer would not be obliged to levy retention tax in Jersey under these provisions in respect of interest payments made by it to a paying agent established outside Jersey.

Other

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue or transfer of Notes. In the event of the death of an individual sole Noteholder, duty at rates of up to 0.75% of the value of the Notes held may be payable on the

registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Notes held by the deceased individual sole Noteholder.

European Union Directive on the Taxation of Savings Income

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland and Jersey (see above) have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in a Dealer Agreement dated 26 July 2000 (as amended from time to time the “**Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers or such other Dealers as may be appointed from time to time in respect of any Series pursuant to the Dealer Agreement. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the Relevant Dealer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer has agreed to pay the commissions as agreed between them in respect of each issue of Notes on a syndicated basis or otherwise. Such commissions on a syndicated basis (if any) will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act. Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. Each of the Dealers has agreed that it will not offer, sell or deliver a Note in bearer form within the United States or to U.S. persons except as permitted by the Dealer Agreement.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Dealer has agreed that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes in the United Kingdom other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA received by it in connection with the issue or sale of any Notes in the United Kingdom in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Jersey

Notes may not be offered to, sold to or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the ordinary course of business).

Ireland

Each Dealer has agreed that:

- (i) it has not made and will not make an offer of Notes to the public in Ireland prior to the publication of Final Terms in relation to the Notes which has been approved by the Irish Financial Services Regulatory Authority pursuant to the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland, except in circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive; and
- (ii) to the extent applicable, it will not underwrite the issue of or place the Notes otherwise than in conformity with the provisions of the Irish Investment Intermediaries Act 1995 (as amended), including, without limitation, Section 9, 23 (including any advertising restrictions made thereunder) and Section 37 (including any codes of conduct issued thereunder) and the provisions of the Irish Investor Compensation Act 1998, including, without limitation, Section 21.

Luxembourg

In relation to the Grand Duchy of Luxembourg ("**Luxembourg**"), which has implemented the Directive 2003/71/EC of the European Parliament and of the Council of 4th November, 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (the "**Prospectus Directive**") by the Luxembourg act dated 10th July, 2005 relating to prospectuses for securities (the "**Prospectus Act 2005**"), each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not made and will not make an offer of Notes to the public in Luxembourg, except that it may make an offer of Notes to the public in Luxembourg:

- (i) in the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the *Commission de surveillance du secteur financier* (the "**CSSF**"), as competent authority in Luxembourg or, where appropriate, approved in another Member State of the European Economic Area which has implemented the Prospectus Directive and notified to the CSSF, all in accordance with the Prospectus Directive and ending on the date which is twelve months after the date of such publication;
- (ii) at any time, to legal entities which are authorised or regulated to operate in the financial markets (including, credit institutions, investment firms, other authorised or regulated financial institutions, insurance companies, undertakings for collective investment and their management companies, pension and retirement funds and their management companies, commodity dealers as well as entities not so authorised or regulated whose corporate purpose is solely to invest in securities);
- (iii) at any time, to national and regional governments, central banks, international and supranational institutions (such as the International Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organisations);
- (iv) at any time, to any legal entities which have two or more of (i) an average number of employees during the financial year of at least 250, (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in their last annual or consolidated accounts;
- (v) at any time, to certain natural persons or small and medium-sized enterprises (as defined in the Prospectus Act 2005) recorded in the register of natural persons or small and medium sized enterprises considered as qualified investors as held by the CSSF; and
- (vi) at any time, in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to article 5 of the Prospectus Act 2005.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in Luxembourg means the communication in any form by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe to these Notes.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

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

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

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Offering Circular or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Offering Circular, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefor.

Form of Final Terms

Final Terms

ATLANTEO CAPITAL LIMITED

€5,000,000,000

Secured Medium Term Note Programme

SERIES NO: [•]

TRANCHE NO: [•]

[Brief Description and Amount of Notes]

Issue Price: [•] per cent

[Publicity Name(s) of Dealer(s)]

The date of these Final Terms is [•]

These Final Terms under which the Notes described herein (the "Notes") are issued, is supplemental to, and should be read in conjunction with, the Offering Circular (the "Offering Circular") dated [●] 2005 issued in relation to the €5,000,000,000 Secured Medium Term Note Programme of Atlanteo Capital Limited. Terms defined in the Offering Circular have the same meaning in these Final Terms. The Notes will be issued on the terms of these Final Terms read together with the Offering Circular which, when read together, contain all information that is material in the context of the issue of the Notes.

These Final Terms does not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of the Notes.

[Set out any additions or variations to the selling restrictions.]

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

The information contained herein relating to the issuer of the Securities and each other Obligor (as defined in the Conditions) has been accurately extracted from published information. The Issuer takes responsibility only for the accuracy of the reproduction of such information. So far as the Issuer is aware and/or able to ascertain from such published information, no facts have been omitted which could render the reproduced information misleading. The Issuer has not been responsible for, nor has it undertaken, any investigation or verification of statements, including statements as to foreign law, contained in such information.*

[Signed: •

Director]

In connection with this issue [●] (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot (provided that, in the case of any Tranche of Notes to be admitted to trading on a regulated market in the European Economic Area, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the Notes of the Series of which such Tranche forms part at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.

TERMS OF THE NOTES

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [●] 2005 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the final terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Offering Circular. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular. The Offering Circular is available for viewing at the registered office of the Issuer (currently [St. Paul's Gate, New Street, St. Helier, Jersey JE4 8ZB]) and on the Luxembourg Stock Exchange's website (www.bourse.lu) and copies may be obtained from the registered office of the Issuer and the specified office of each Paying Agent.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the offering circular dated [original date] (the "Original Offering Circular"). This document constitutes the final terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive") and must be read in conjunction with the Offering Circular dated [●] 2005 (the "Offering Circular") which constitutes a base prospectus for the purposes of the Prospectus Directive,

save in respect of the Conditions which are extracted from the Original Offering Circular and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Offering Circular and the Original Offering Circular. Copies of the Offering Circular and the Original Offering Circular are available for viewing at at the registered office of the Issuer (currently (currently [St. Paul's Gate, New Street, St. Helier, Jersey JE4 8ZB]) and on the Luxembourg Stock Exchange's website (www.bourse.lu) and copies may be obtained from the registered office of the Issuer and the specified office of each Paying Agent.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

- | | | |
|----------|---|--|
| 1 | Issuer: | [•] |
| 2 | [(i)] Series Number: | [•] |
| | [(ii)] Tranche Number: | [•] |
| | (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.) | |
| 3 | Specified Currency or Currencies: | [•] |
| 4 | Aggregate Nominal Amount: | |
| | [(i)] Series: | [•] |
| | [(ii)] Tranche: | [•] |
| 5 | [(i)] Issue Price: | [•] per cent. of the aggregate nominal amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, if applicable)] |
| | [(ii)] Net proceeds: | [•] (Required only for listed issues)] |
| 6 | Specified Denominations: | [•] |
| 7 | [(i)] Issue Date: | [•] |
| | [(ii)] Interest Commencement Date: | [•] |
| 8 | Maturity Date: | <i>[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]</i> |
| 9 | Interest Basis: | [[•] per cent. Fixed Rate]

[[specify reference rate] +/- [•] per cent. Floating Rate]

[Zero Coupon]

[Index Linked Interest]

[Other (specify)]

(further particulars specified below) |

- 10 **Redemption/Payment Basis:** [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
- 11 **Change of Interest or Redemption/Payment Basis:** [*Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*]
- 12 **Put/Call Options:** [Put]
[Call]
[(further particulars specified below)]
- 13 **Status of the Notes:** Secured and limited recourse obligations
- 14 **Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph 15)
- (i) Rate [(s)] of Interest: [•] per cent. per annum [payable
[annually/semi-annually/
quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance
with [*specify Business Day Convention
and any applicable Business Centre(s) for
the definition of "Business Day"*]/not
adjusted]
- (iii) Fixed Coupon Amount [(s)]: [•] per [•] in nominal amount
- (iv) Broken Amount: [*Insert particulars of any initial or final
broken interest amounts which do not
correspond with the Fixed Coupon
Amount [(s)] and the Interest Payment
Date(s) to which they relate*]
- (v) Day Count Fraction (Condition 6(k)): [•]
*(Day count fraction should be
Actual/Actual-ICMA for all fixed rate
issues other than those denominated in
U.S. dollars, unless the client requests
otherwise)*
- (vi) Determination Date(s) (Condition 6(k)): [•] in each year. [*Insert regular interest
payment dates, ignoring issue date or
maturity date in the case of a long of
short first or last coupon*]
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [*Not Applicable/give details*]

16	Floating Rate Provisions:	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph 18. Also consider whether EURO BBA LIBOR or EURIBOR is the appropriate reference rate for Notes denominated in euro)</i></p>
	(i) Interest Period(s):	[•]
	(ii) Specified Interest Payment Dates:	[•]
	(iii) Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/ other <i>(give details)</i>]
	(iv) Business Centre(s) (Condition 6(k)):	[•]
	(v) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ ISDA Determination/other <i>(give details)</i>]
	(vi) Interest Period Date(s):	<i>[Not Applicable/specify dates]</i>
	(vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
	(viii) Screen Rate Determination (Condition 6(b)(iii)(B)):	
	- Relevant Time:	[•]
	- Interest Determination Date:	<i>[[•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]</i>
	- Primary Source for Floating Rate:	<i>[Specify relevant screen page or "Reference Banks"]</i>
	- Reference Banks (if Primary Source is "Reference Banks"):	<i>[Specify four]</i>
	- Relevant Financial Centre:	<i>[The financial centre most closely connected to the Benchmark - specify if not London]</i>
	- Benchmark:	<i>[LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark]</i>
	- Representative Amount:	<i>[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]</i>
	- Effective Date:	<i>[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]</i>
	- Specified Duration:	<i>[Specify period for quotation if not duration of Interest Accrual Period]</i>
	(ix) ISDA Determination (Condition 6(b)(iii)(A)):	
	- Floating Rate Option:	[•]

	- Designated Maturity:	[•]
	- Reset Date:	[•]
	- ISDA Definitions: (if different from those set out in the Conditions):	[•]
(x)	Margin(s):	[+/-] [•] per cent. per annum
(xi)	Minimum Rate of Interest:	[•] per cent. per annum
(xii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiii)	Day Count Fraction (Condition 6(k)):	[•]
(xiv)	Rate Multiplier:	[•]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[•]
17	Zero Coupon Note Provisions:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph 17)</i>
(i)	Amortisation Yield (Condition 7(b)):	[•] per cent. per annum
(ii)	Day Count Fraction (Condition 6(k)):	[•]
(iii)	Any other formula/basis of determining amount payable:	[•]
18	Index Linked Interest Note Provisions:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph 18)</i>
(i)	Index/Formula:	[Give or annex details]
(ii)	Calculation Agent responsible for calculating the interest due:	[•]
(iii)	Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	[•]
(iv)	Interest Period(s):	[•]
(v)	Specified Interest Payment Dates:	[•]
(vi)	Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/ other <i>(give details)</i>]
(vii)	Business Centre(s) (Condition 6(k)):	[•]
(viii)	Minimum Rate of Interest:	[•] per cent. per annum
(ix)	Maximum Rate of Interest:	[•] per cent. per annum
(x)	Day Count Fraction (Condition [6(k)):	[•]

- 19 Dual Currency Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph 19)
- (i) Rate of Exchange/Method of calculating Rate of Exchange: [Give details]
 - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [•]
 - (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
 - (v) Day Count Fraction (Condition 6(k)): [•]

PROVISIONS RELATING TO THE SECURITY

- 20 Mortgaged Property:**
- (i) Securities: See "Charged Assets" below.
 - (ii) Security (order of priorities): The Trustee shall apply all moneys received by it under the Trust Deed in connection with the realisation or enforcement of the Security constituted by the Trust Deed in the following order of priorities: [Beneficiary Claim/Counterparty Claim/Custodian Claim/Issuing and Paying Agent Claim/Noteholder Claim/Swap Counterparty Claim/Pari Passu Ranking/other]
 - (iii) Contract (if applicable): *[Give date, termination date and nature of agreement and any other relevant details]*
 - (iv) Beneficiary (ies): *[Give name and address(es) of institutions]*
 - (v) Securities Agreement: *[Give date, termination date and nature of agreement and any other relevant details]*
 - (vi) Counterparties: *[Give name and address of institution]*

(vii) Swap (if applicable):

[Under an ISDA Master Agreement dated [•] and a confirmation thereto with an effective date of the Issue Date including any applicable guarantee, made between the Issuer and the Swap Counterparty, the Issuer will pay to the Swap Counterparty [[an amount equal to the net subscription moneys for the Notes payable to the Issuer] and sums equal to [interest and principal payable] in respect of the Securities and the Swap Counterparty will pay to the Issuer [an amount equal to the net sum payable by the Issuer for the purchase of the Securities and sums equal to the interest payable to the Noteholders under the Notes and the Final Redemption Amount]] [set out other/additional payment provisions]. Except as stated below, the Swap will terminate on the Maturity Date.]

[The Swap may be terminated early, (either in whole or, in certain circumstances, in part only) among other circumstances

- (i) on the due date for payment of the Notes if at any time any of the Notes becomes repayable in accordance with the Conditions prior to the Maturity Date/on the date on which a date is set for redemption of the Notes if a date is set for redemption in accordance with the Conditions prior to the Maturity Date;
- (ii) at the option of one party, if there is a failure by the other party to pay any amounts due under the Swap;
- (iii) if (subject as provided in the Swap) withholding taxes are imposed on payments made by the Issuer or the Swap Counterparty under the Swap or it becomes illegal for either party to perform its obligations under the Swap (see “Consequences of Early Termination” below);
- (iv) upon the occurrence of certain other events with respect to either party to the Swap, including insolvency.

(v) Consequences of Early Termination

Upon any such early termination of the Swap, the Issuer or the Swap Counterparty may (subject as set out below and provided, in the case of certain tax events that the Issuer may first be obliged to use all reasonable endeavours to transfer its obligations) be liable to make a termination payment to the other (regardless, if applicable, of which of such parties may have caused such termination). [In circumstances where some or all of the Notes are required by a Noteholder to be redeemed by the Issuer pursuant to Condition 7(f), no termination payment will be due by either party to the other in respect of the termination, in whole or in part, as the case may be, of the Swap.

Such termination payment will [(other than [describe any circumstances where termination payments not calculated in accordance with ISDA or where a termination payment is not payable (eg on exercise of the put option pursuant to Condition 7(f) as to which, see wording in square brackets at end of previous paragraph))] be based on the replacement cost or gain for a swap transaction that would have the effect of preserving for the party making the determination the economic equivalent of the Swap. In all cases of early termination occurring other than by reason of a default by the Swap.

Counterparty (in which case the determination will be made by the Issuer) or illegality (in which case the party which is not the Affected Party (as defined in the Swap) will make the determination (or, if there are two Affected Parties, each party will make a determination which will be averaged)), the termination payment will be determined by the Swap Counterparty on the basis of quotations received from at least three market-makers (failing which, by the Swap Counterparty or the Issuer, as aforesaid, based upon loss).

Regardless of which party makes the determination of the termination payment (if any), there is no assurance that the proceeds from the sale of the Securities plus or minus, as the case may be, such termination payment will be sufficient to repay the principal amount due to be paid in respect of the Notes and any other amounts in respect thereof that are due.]

[Insert summary of further termination provisions]

Swap Counterparty(ies):

[Give name(s) and address(es) of institutions]

Swap Guarantor (if applicable):

[Give name and address of institution]

(viii) Deposit Agreement:

(ix) Details of Credit Support Document (if applicable):

[Give details and/or date and nature of agreement and any other relevant items]

(x) Credit Support Provider:

[Give name(s) and address(es) of institutions]

21 Realisation of Security:

[Holder Request/Extraordinary Resolution Direction/Creditor A Direction/Creditor B Direction]

PROVISIONS RELATING TO REDEMPTION

22 Call Option:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph 22)

(i) Optional Redemption Date(s):

[•]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):

[•] per Note of [•] specified denomination

(iii) If redeemable in part:

(a) Minimum nominal amount to be redeemed:

[•]

(b) Maximum nominal amount to be redeemed:

[•]

(iv) Option Exercise Date(s):

[•]

(v) Description of any other Issuer's option:

[•]

(vi) Notice period:

[•]

23 Put Option:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph 23)

(i) Optional Redemption Date(s):

[•]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):

[•] per Note of [•] specified denomination

(iii) Option Exercise Date(s):

[•]

- (iv) Description of any other Noteholders' option: [•]
- (v) Notice period: [•]
- 24 Exchangeable Notes:** [Yes/No] (*See Condition 7(i)*)
- 25 Exchange Event:** [•]
- 26 Repayable Assets:** [All Securities/Defaulting and/or repayable Securities only]
- 27 Final Redemption Amount of each Note:** [[•] per Note of [•] specified denomination/Other/See Appendix]
- 28 Early Redemption Amount:**
- (i) Early Redemption Amount(s) of each Note payable on mandatory redemption (Condition 7(c)), redemption for taxation and other reasons (Condition 7(d)) or an event of default (Condition 10) and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•] [*Excess funds?*]
- (ii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 8(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 29 Form of Notes:** **Bearer Notes/Exchangeable Bearer Notes/Registered Notes**
- [Delete as appropriate]
- (i) Temporary or permanent Global Note/Certificate: [permanent Global Note/ Certificate exchangeable for Definitive Notes/Certificates on [•] days' notice/at any time/ in the limited circumstances specified in the permanent Global Note/Certificate]
- [temporary Global Note/ Certificate exchangeable for a permanent Global Note/ Certificate which is exchangeable for Definitive Notes/ Certificates on [•] days' notice/at any time/in the limited circumstances specified in the permanent Global Note/Certificate]
- [temporary Global Note/ Certificate exchangeable for Definitive Notes/Certificates on [•] days' notice]
- (ii) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
- 30 Financial Centre(s) (Condition 8(h)) or other special provisions relating to payment dates:** [Not Applicable/*Give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15(ii), 16(iv) and 18(vi) relate*]
- 31 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):** [Yes/No. *If yes, give details*]

- 32 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/*give details*]
- 33 **Details relating to Instalment Notes:** [Not Applicable/*give details*]
- (i) Instalment Amount(s): [•]
- (ii) Instalment Date(s): [•]
- (iii) Minimum Instalment Amount: [•]
- (iv) Maximum Instalment Amount: [•]
- 34 **Redenomination, renominatisation and reconventioning provisions:** [Not Applicable/The provisions [in Condition [•]] [annexed to these Final Terms] apply]
- 35 **Consolidation provisions:** [Not Applicable/The provisions [in Condition [•]] [annexed to these Final Terms] apply]
- 36 **Other terms or special conditions:** [Not Applicable/*give details*]

DISTRIBUTION

- 37 (i) If syndicated, names of Managers: [Not Applicable/*give names*]
- (ii) Stabilising Manager (if any): [*Not Applicable/give name*]
- (iii) Dealer's Commission: [•]
- 38 **If non-syndicated, name of Dealer:** [Not Applicable/*give name*]
- 39 **Additional selling restrictions:** [Not Applicable/*give details*]

GENERAL

- 40 Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 12(a): [Not Applicable/*give details*]
- 41 The aggregate nominal amount of Notes issued has been translated into U.S. dollars at the rate of [•], producing a sum of (for Notes not denominated in U.S. dollars): [Not Applicable/[U.S.\$][•]]

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €5,000,000,000 Secured Medium Term Note Programme of Atlanteo Capital Limited.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: [Luxembourg ([Regulated Market/Euro MTF])/Ireland/*other (specify)*/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [the Luxembourg ([Regulated Market/EuroMTF])/the Irish Stock Exchange/*other (specify)*] with effect from [],] [Not Applicable.]
- (iii) Estimate of total expenses related to admission to trading: []
- (iv) Total amount of Notes being admitted to trading: []
- (v) Type and class of Notes being admitted to trading: Secured Amortising [Bearer/Bearer Exchangeable/Registered] Limited Recourse Notes

2. RATINGS

[The Notes to be issued have been rated:

[S & P: []]
[Moody's: []]
[[Other]: []]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. NOTIFICATION

The CSSF has provided the IFSRA with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers/Swap Counterparty/Custodian/*others*], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.][*Amend as appropriate if there are other interests*]

5. ESTIMATED NET PROCEEDS

Estimated net proceeds: []

(*N.B.: If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation further information may be required regardless of the minimum denomination of the securities.*)

6. YIELD (Fixed Rate Notes only)

Indication of yield: []

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

7. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (Index-Linked Notes only)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]

8. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (Dual Currency Notes only)

[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]

10. OPERATIONAL INFORMATION

- (i) ISIN Code: [•]
- (ii) Common Code: [•]
- (iii) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s) : [Not Applicable/give name(s) and number(s)]
- (iv) Delivery: Delivery [against/free of] payment
- (v) The Agents appointed in respect of the Notes are: [•]

PART C – INFORMATION ON THE SECURITIES

The following information and any other information contained in the Final Terms relating to the Securities is a summary only of certain terms and conditions of the Securities.

1. GENERAL

- (i) Securities: [Include description]
- (ii) ISIN: [•]

2. OBLIGOR/[GUARANTOR]

- (i) Issuer of Securities: [•]
- (ii) Address: [•]
- (iii) Jurisdiction of incorporation: [•]
- (iv) Business description: [•]
- (v) Guarantor: [None / Include equivalent information as for the Issuer]

3. SECURITIES

- (i) Nominal amount: [•]
- (ii) Level of collateralisation: The nominal amount of the Securities is equivalent to [•] per cent. of the nominal amount of the Notes.
- (iii) Legal nature: [Bonds/Notes/other]
- (iv) Interest: The Securities accrue interest at a [fixed rate of [•] per cent. per annum.][floating rate equivalent to a margin of [•] over [base

rate] per annum.] Interest on the Securities is payable
[quarterly/annually/*other*]

- (v) Governing law: [●]
- (vi) Maturity date: [●]
- (vii) Method of origination/creation: [The Securities were created upon issue by the Obligor.]
- (viii) Description of security (if any) in respect of the Securities: [None/*Describe security*]
- (ix) Listing: [●]

No relationship exists between the Issuer and the Obligor that is material to the issue of the Notes.

The Issuer confirms that the Securities have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

[The information disclosed about the Obligor has been accurately reproduced from information published by the Obligor. So far as the Issuer is aware and is able to ascertain from the information published by the Obligor, no facts have been omitted which would render the reproduced information misleading. The information disclosed about the Obligor, which has been published by the Obligor, has been sourced from [*Indicate sources*].]

[The Issuer does not propose to issue further Notes backed by the same Securities.]/[The Issuer proposes to issue further Notes backed by the same Securities. [Such further Notes will be fungible with and not be subordinated to the Notes]/[Such further Notes will not be fungible with or will be subordinated to the Notes. The holders of such further Notes will be informed of the existence of the Notes [in the offering documentation prepared in respect of such further Notes]]

GENERAL INFORMATION

- 1 It is expected that each Series of Notes which is to be admitted to trading on the Luxembourg Stock Exchange's regulated market or on EuroMTF and to be listed on the Irish Stock Exchange will be admitted separately as and when issued, subject only to the issue of a Global Security or Notes initially representing the Notes of such Series. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on either the Luxembourg Stock Exchange's regulated market or on EuroMTF and to be listed on the Luxembourg Stock Exchange. Following notification by the CSSF of its approval of this Offering Circular to the IFSRA in accordance with Article 18 of the Prospectus Directive, application is intended to be made to the Irish Stock Exchange for Notes issued under the Programme to be admitted to trading on the Irish Stock Exchange.
- 2 The Issuer may from time to time issue further Notes on the same terms as existing Notes and such further Notes shall be consolidated and form a single Series with such existing Notes, provided that unless otherwise approved by Extraordinary Resolution of Noteholders, the Issuer provides additional assets as security for such further Notes in accordance with Condition 14. Notes may be credit enhanced by a guarantee, insurance or other support agreement. This Offering Circular may be used to list further Notes on the Luxembourg Stock Exchange which are to be consolidated and form a single Series with Notes issued before the date hereof. Such further Notes may have already been issued or may be issued on or after the date of this Offering Circular.
- 3 The Issuer has obtained all necessary consents, approvals and authorisations in Jersey in connection with the establishment of the Programme. The establishment and update of the Programme was authorised by a Board Resolution of the Issuer passed on 16 December 2005.
- 4 Except as may be disclosed in any Final Terms, there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2004.
- 5 There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.
- 6 Each Bearer Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- 7 Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The address for Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium. The address for Clearstream, Luxembourg is 42 Avenue J.F.Kennedy, L-1855 Luxembourg. The Common Code and the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.
- 8 For so long as Notes may be issued pursuant to this Offering Circular (in respect of 8.1 to 8.7) and for so long as any listed Notes remain outstanding, from the date of the relevant document (in respect of 8.8), the following documents will be available, free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted), at the registered office of the Issuer and at the specified office of each Paying Agent from time to time.
 - 8.1 the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons)
 - 8.2 the Dealer Agreement
 - 8.3 the Agency Agreement
 - 8.4 the Memorandum and Articles of Association of the Issuer
 - 8.5 the Declaration of Trust
 - 8.6 this Offering Circular
 - 8.7 all financial statements of the Issuer as and when published, and

- 8.8** each Final Terms and each Subscription Agreement (if any) and the related Supplemental Trust Deed, Swap, Deposit Agreement, Securities Agreement, Contract and/or Credit Support Document and Custody Agreement.

This Offering Circular and each Final Terms will also be available from the Luxembourg Stock Exchange's website (www.bourse.lu).

- 9** As at the date of this Offering Circular the Issuer has published financial statements covering the period for the year ending 31 December 2003 and for the year ending 31 December 2004. The Issuer intends to publish audited financial statements on an annual basis. Copies of such audited financial statements will be available in accordance with paragraph 7 above. The Issuer is not required to and does not publish interim financial statements. However, should the Issuer be required to publish interim financial statements, copies of such financial statements will be made available free of charge at the specified offices for the time being of the Paying Agents.
- 10** The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the Dealer at the time of issue in accordance with prevailing market conditions.
- 11** The auditors of the Issuer are Deloitte & Touche (of P.O. Box 403, Lord Coutanche House, 66-68 Esplanade, St. Helier, Jersey, Channel Islands JE4 8WA) who are members of the Institute of Chartered Accountants in England and Wales and who have audited the Issuer's accounts for 2004 and 2003, without qualification, in accordance with generally accepted auditing standards in Jersey. The auditors of the Issuer have no material interest in the Issuer. The reports of the auditors of the Issuer have been included or incorporated, in the form and context in which they will be included or incorporated, with the consent of the auditors. No other information included or incorporated in this Offering Circular has been audited or reviewed by the auditors.
- 12** The Issuer does not intend to provide any post-issuance transaction information in relation to any assets underlying issues of Notes comprising derivative securities.

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Jersey JE4 8ZB

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