

Newpoint Surety Asset Finance Ltd.

(incorporated with limited liability in Jersey with registered number 141787)

Structured U.S. Treasuries Linked Note Programme

Newpoint Surety Asset Finance Ltd. (the “**Issuer**”) has established a U.S. \$1,500,000,000 secured medium term note programme (the “**Programme**”). These Admission Particulars are prepared in connection with the Programme.

Application has been made to the London Stock Exchange plc (the “**London Stock Exchange**”) for certain notes issued under the Programme (the “**Notes**”) during the period of 12 months from the date of these Admission Particulars to be admitted to the London Stock Exchange’s International Securities Market (the “**ISM**”). The ISM is not a regulated market for the purposes of Regulation (EU) No.600/2014 on markets in financial instruments, as it forms part of the domestic law of the United Kingdom (the “**UK**”) by virtue of the European Union (Withdrawal) Act 2018, as amended (the “**EUWA**”), (the “**UK MiFIR**”). These Admission Particulars do not constitute a base prospectus for the purposes of Regulation (EU) 2017/1129 as it forms part of the domestic law of the UK by virtue of the EUWA (the “**UK Prospectus Regulation**”).

The ISM is a market designated for professional investors. Notes admitted to trading on the ISM are not admitted to the Official List of the Financial Conduct Authority (the “FCA”). Neither the London Stock Exchange nor the FCA has approved or verified the contents of these Admission Particulars.

The Notes may be issued, on a continuing basis, to one or more dealers appointed under the Programme from time to time by the Issuer (each a “**Dealer**” and together the “**Dealers**”), which appointment may be for a specific issue or on an ongoing basis. References in these Admission Particulars to the “**relevant Dealer**” shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer or in respect of which subscriptions will be procured by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes or to procure subscriptions for such Notes, as the case may be.

Notes issued under the Programme have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States. The Issuer has not registered and does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended (the “Investment Company Act”), in reliance upon the exemption outlined in Rule 3a-5 under the Investment Company Act. The Notes may be offered, sold or delivered outside the United States to persons who are neither “U.S. persons” as defined in Regulation S under the Securities Act (“Regulation S”) (each, a “U.S. person”) nor “U.S. residents” as determined for the purposes of the Investment Company Act (each, a “U.S. resident”) in offshore transactions in reliance on Regulation S (the “Regulation S Notes”). Each purchaser of the Notes in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. See “*Subscription and Sale*” in these Admission Particulars. The Notes are subject to other restrictions on transferability and resale as set forth in “*Transfer Restrictions*” in these Admission Particulars.

Neither the United States Securities and Exchange Commission nor any state securities commission in the United States nor any other United States regulatory authority has approved or disapproved the Notes or determined that these Admission Particulars is truthful or complete.

Please see “*Risk Factors*” to read about certain factors you should consider before buying any Notes and “*Documents Incorporated by Reference*” for details of certain documents that are incorporated by reference in, and form an important part of, these Admission Particulars.

ARRANGER
NFG Partners S.A.

DEALER
NFG Partners S.A.

It is anticipated that certain Notes issued under the Programme may be rated by Moody's Investors Services Limited ("**Moody's**") or any further or replacement rating agency appointed by the Issuer (each a "**Rating Agency**" and collectively, the "**Rating Agencies**"). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one or all of the Rating Agencies. A suspension, reduction or withdrawal of the rating assigned to any of the Notes may adversely affect the market price of such Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes and the issue price of Notes and certain other information which is applicable to each Series (as defined under "**Summary of Note Programme**" below) of Notes will be set forth in a pricing supplement (each, a "**Pricing Supplement**") which, with respect to Notes to be admitted to trading on the ISM, will be delivered to the London Stock Exchange. Copies of Pricing Supplements in relation to Notes to be admitted to trading on the ISM will also be published on the website of the London Stock Exchange through a regulatory information service or will be published in such other manner permitted by the International Securities Market Rulebook effective as of 1 January 2021 (as may be modified and/or supplemented and/or restated from time to time, the "**ISM Rulebook**").

Moody's in the United Kingdom is registered with the Financial Conduct Authority ("**FCA**") as a credit rating agency ("**CRA**") under the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019 (the "**UK CRA Regulation**"). Where an issue of Notes is rated, such rating will be (i) issued by a credit rating agency established in the United Kingdom and registered in accordance with the UK CRA Regulation (or endorsed by a credit rating agency established in the European Union and registered in accordance with Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**") and (ii) specified in the relevant Pricing Supplement.

IMPORTANT NOTICES

These Admission Particulars comprise admission particulars in accordance with the ISM Rulebook.

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

These Admission Particulars are to be read in conjunction with all of the documents which are incorporated herein by reference (see “**Documents Incorporated by Reference**”). These Admission Particulars should be read and construed on the basis that such documents are incorporated in, and form part of, these Admission Particulars.

Neither the Arranger, the Dealer nor the Note Trustee (as defined under “**Summary of Note Programme**” below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger, the Dealer or the Note Trustee as to the accuracy or completeness of the information contained or incorporated in these Admission Particulars or any Pricing Supplement or any other information provided by the Issuer in connection with the offering of the Notes. No Arranger, Dealer nor the Note Trustee accepts any liability in relation to the information contained or incorporated by reference in these Admission Particulars or any other information provided by the Issuer in connection with the issue, offering or distribution of the Notes under the Programme.

No person is or has been authorised by the Issuer, the Arranger, the Dealer or the Note Trustee to give any information or to make any representation not contained in or not consistent with these Admission Particulars or any other information supplied in connection with the offering of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger, the Dealer or the Note Trustee.

Neither these Admission Particulars, any Pricing Supplement nor any other information supplied in connection with the offering of the Notes issued under this Programme (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, the Guarantor, the Arranger, any of the Dealers or the Trustee that any recipient of these Admission Particulars, any Pricing Supplement or any other information supplied in connection with the offering of the Notes issued under the Programme should purchase any Notes. Each investor contemplating purchasing any Notes issued under the Programme should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither these Admission Particulars, any Pricing Supplement nor any other information supplied in connection with the offering of the Notes issued under the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Arranger, the Dealer or the Note Trustee to any person to subscribe for or to purchase any Notes.

The delivery of these Admission Particulars, any Pricing Supplement or the offering, sale or delivery of the Notes issued under the Programme shall not in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Notes issued under the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger, the Dealer and the Note Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or any Notes issued thereunder or to advise any investor in any Notes of any information coming to their attention at any time.

Neither these Admission Particulars nor any Pricing Supplement constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction or to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of these Admission Particulars and any Pricing Supplement and the offer or sale of Notes may be restricted by law in certain jurisdictions. Persons into whose possession these Admission Particulars, any Pricing Supplement or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of these Admission Particulars and the offering and sale of Notes. In particular, there are restrictions on the distribution of these Admission Particulars and the offer or sale of Notes in the United States, the EEA and the UK.

In these Admission Particulars and in relation to any Notes, references to “**relevant Pricing Supplement**” are to the Pricing Supplement relating to such Notes.

The Notes may not be a suitable investment for all potential investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in these Admission Particulars, any applicable supplement or any Pricing Supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact that the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes until the maturity of the Notes, including Notes where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

The Notes have not been and will not be registered under the Securities Act and Notes in bearer form are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Pricing Supplement may include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET – The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product

Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

IMPORTANT – EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of the domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Jersey Financial Services Commission (the “**Commission**”) has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 to the issue of the Notes by the Issuer. It must be distinctly understood that, in giving this consent, neither the Jersey Registrar of Companies nor the 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 investments described in this document do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience of investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

All references herein to “**pounds**”, “**sterling**”, “**GBP**” or “**£**” are to the lawful currency of the UK, to “**\$**”, “**U.S.\$**” or “**U.S. dollars**” are to the lawful currency of the United States of America and to “**€**” or “**euro**” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, from time to time.

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OVERVIEW

This overview highlights certain information contained in these Admission Particulars. This overview does not contain all of the information prospective investors should consider before investing in the Notes. Prospective investors should read this entire Prospectus carefully, including the sections entitled “Risk Factors”, “Forward-Looking Statements” and the financial information and the Notes included or incorporated by reference elsewhere in these Admission Particulars.

THE ISSUER

The Issuer has been incorporated as a special purpose company for the purpose of issuing Notes and implementing the Issuer’s strategy as described below.

Each Pricing Supplement will provide additional details with regard to the Collateral (as defined below) applicable to each Series of Notes.

ISSUER’S STRATEGY

The corporate object of the Issuer is to grant loans or facilities, invest directly or indirectly in securities and to enter into agreements relating to the investment into domestic or foreign securities or similar instruments.

The Issuer may in particular:

- sell, assign, transfer or otherwise dispose of by any means, whether directly or indirectly, of any part or the totality of its assets;
- grant pledges, guarantees or any other security interests of any kind and governed by any law;
- issue securities of any kind the value or the yield of which is limited to specific assets or risks, or whose repayment is subject to the repayment of other instruments, certain receivables or claims;
- raise funds through, including, but not limited to, the issue of bonds, notes, subordinated notes and other debt instruments or debt securities, the use of financial derivatives or otherwise and obtain loans or any other form of credit facility;
- enter into any kind of derivative agreements or credit derivative agreements such as, but not limited to, any type of swap agreements under which it may provide, among others, credit protection to the swap counterparty;
- enter into all necessary agreements, including, but not limited to the agreements described herein; and
- perform all legal, commercial, technical and financial investments or operations and, in general, all transactions which are necessary or useful to fulfil its objects as well as all operations connected directly or indirectly to facilitating the accomplishment of its purpose in all areas described herein.

Collateral

In order to achieve the Issuer’s objectives as set out above, prior to issuing any Notes hereunder, the Issuer will enter into a receivables purchase agreement (the “**Receivables Purchase Agreement**”, and as described below) with NFG SARL (“**NFG**”) pursuant to which the Issuer will purchase the collateral (the “**Collateral**”) from NFG that will be used to secure the Notes.

The Collateral that will be purchased by the Issuer from NFG is described as follows:

- NFG will purchase limited recourse senior collateralized demand promissory notes (“**NMS Notes**”) from NMS Special Opportunity Fund LP (a Delaware Limited Partnership, with registration number SR 20171248442) (“**NMS**”) pursuant to a note issuance agreement (the “**NMS Note Issuance Agreement**”, and as described below).

- The NMS Notes will be secured by an irrevocable pledge of the principal balance only of the United States Treasuries (the “**U.S. Treasuries**”) issued by the Government of the United States America pursuant to a collateral pledge and security agreement (the “**Collateral Pledge and Security Agreement**”, and as described below);
- The NMS Notes and the U.S. Treasuries are created under New York law and are in book-entry form. NMS is responsible for keeping the records of the NMS Notes;
- All NMS Notes are issued on a *pari-passu* basis. The NMS Notes are freely transferable;
- NMS has no other assets other than the U.S. Treasuries and as a result, the NMS Notes are limited recourse obligations of NMS;
- The Notes will have a maximum interest component of up to four percent (4%) per annum;
- The face value of the NMS Notes securing payment of the Notes will be U.S. \$2,700,000,000, which will secure both the principal and any interest on the initial issuance of Notes of U.S. \$1,500,000,000 (the “**Initial Note Issuance**”). If the size of the Programme is increased above U.S. \$ 1,500,000,000, the amount of Collateral will be increased proportionately in order to ensure that the principal and interest on any additional Notes issued, are secured on a 1:1 basis;
- The principal balance of the U.S Treasuries that secure the NMS Notes will be U.S. \$2,700,000,000 (the “**Initial Collateral**”) which secured the face amount of the Initial Note Issuance. Any interest on the Notes is expected to be paid pursuant to the Hedging Agreement and as described under “Hedging Agreement” herein;
- The Initial Collateral that secures the payment of principal and interest on the Initial Note Issuance has the following characteristics:
 - (i) NMS Notes relating to the Initial Note Issuance:
 - (a) Face Value: U.S. \$2,700,000,000;
 - (b) Maturity: 15 February 2043;
 - (c) Redemption Provisions: Redeemable on demand by the noteholder at 100% of the nominal amount of the NMS Notes with no early redemption costs to be deducted;
 - (d) CUSIP: [629292 AB9 I];
 - (e) ISIN: [US629292AB9 I]; and
 - (f) BB Number: [PPEG2ZCJ5];
 - (ii) U.S. Treasuries relating to the NMS Notes for the Initial Note Issuance:
 - (a) Face Value: U.S. \$2,700,000,000;
 - (b) Maturity: 15 February 2043;
 - (c) Redemption Provisions: Redeemable on demand by the noteholder at 100% of the nominal amount of the NMS Notes with no early redemption costs to be deducted;
 - (d) CUSIP: [912810QZ4]; and
 - (e) ISIN: [US912810AZ49];
- The interest component on the U.S. Treasuries do not form part of the collateral for the NMS Notes; and

- The Pricing Supplement will provide any additional details of the Collateral.

The Collateral (which includes the NMS Notes and the collateral backing the NMS Notes, being the U.S. Treasuries) backing the Notes has characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Notes.

The Receivables Purchase Agreement

The Issuer will enter into a Receivables Purchase Agreement with NFG, pursuant to which NFG will sell the Collateral and assign all related rights thereto to the Issuer which will secure the Notes. The Receivables Purchase Agreement is governed by New York law.

In consideration for the Issuer purchasing U.S. \$2,700,000,000 principal amount (the “**Collateral Value**”) of NMS Notes that will be used for the Initial Note Issuance, the Issuer will, at its option, either: (1) pay to NFG, in consideration for the Initial Collateral, the principal amount of the Initial Collateral of U.S. \$2,700,000,000; or (2) transfer to NFG, Notes that have a principal balance of U.S. \$1,500,000,000 with a coupon price of no more than four percent (4%) per annum (with such specific interest rates as set out in the Pricing Supplement such that the principal of the Notes plus interest payable on the Notes is no more than the Collateral Value.

The Issuer may obtain the Collateral Value to pay NFG by selling the Notes to any prospective investors in accordance with the terms and conditions set out herein.

The NMS Note Issuance Agreement

NFG and NMS have entered into the NMS Note Issuance Agreement pursuant to which NFG has purchased limited recourse senior collateralized demand promissory notes (the “**NMS Notes**”, as described above).

Pursuant to the terms of the NMS Note Issuance Agreement and the terms of the NMS Notes, the NMS Notes are callable at anytime by the noteholder. The NMS Note Issuance Agreement is governed by New York law.

The Collateral Pledge and Security Agreement

NFG and NMS have entered into the Collateral Pledge and Security Agreement pursuant to which NMS has provided to the holder of the NMS Notes, an irrevocable pledge over the principal balance of the United States Treasuries (the “**U.S. Treasuries**”, as described above).

Pursuant to the terms of the Collateral Pledge and Security Agreement, NMS pledges, assigns and grants to the secured party and thereby creates a continuing lien and perfected security interest in favour of the secured party in and to all of NMS’s right, title and interest in and to the U.S. Treasuries. Pursuant to the terms of the Collateral Pledge and Security Agreement, the secured party may file a UCC-1 financing statement with respect to the U.S. Treasuries with the Secretary of State of New York and the Secretary of State of the State of California, pursuant to the Uniform Commercial Code.

Pursuant to the terms of the Collateral Pledge and Security Agreement, the secured party may exercise the security over the U.S. Treasuries on the following events: (1) the failure of NMS to pay any sum due under the NMS Note when due, whether by demand or otherwise, and such sum remains unpaid for ten (10) Business Days after the due date; (2) any representation made to the holder of the NMS Note having been false or misleading in any material respect when made; or (3) the failure of NMS to perform or observe any of its covenants, liabilities, and/or obligations under the Collateral Pledge and Security Agreement or the NMS Note.

The Collateral Pledge and Security Agreement is governed by New York law.

NMS Special Opportunity Fund LP

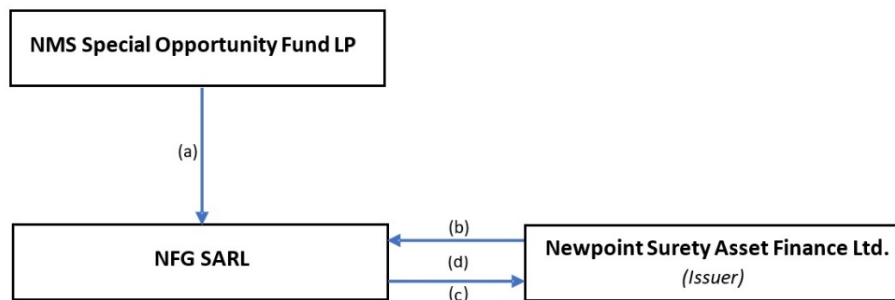
NMS is special purpose investment vehicle that was formed in 2017 to identify and engage in structured finance opportunities where it can leverage its own assets through the exercise of securitisation activities and execution of debt facilities, equity investments or structuring of asset backed instruments. The investment focus is industry agnostic and does not have set parameters on minimum transaction size. To date, it has

executed more than U.S. \$2,700,000,000 in transactions in the United States of America, Asia and Europe. NMS's registered address is 16192 Coastal Highway, Lewes, Delaware 19956. NMS carries out all its business through a fixed place of business at 9595 Wilshire Boulevard, Suite 900, Beverly Hills, California 90212. NMS's LEI number is 54930016RX0WKMD3HI09. We have obtained all information regarding NMS from publicly available information. The information provided has been accurately reproduced from publicly available information and that, as far as the Issuer is aware, and able to ascertain from such public information, no facts have been omitted which would render the reproduction of such information misleading. NMS, as issuer of the NMS Notes, is not a participating party in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein.

The Government of the United States of America (the "USA")

U.S. Treasuries are government bonds issued by the United States Department of the Treasury (the "**Treasury Department**") through the Bureau of Public Debt. They are the debt financing instruments of the U.S. Federal government and are often referred to simply as treasuries. There are four types of treasury securities: treasury bills, treasury notes, treasury bonds, and savings bonds. Since treasuries have a very low default risk, they have lower yields than other debt securities. We have obtained all information regarding treasury bonds contained in these Admission Particulars from publicly available information. The U.S. government, as issuer of the U.S. Treasuries, is not a participating party to the Programme and not directly involved in any way in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein.

Structure Diagram / Cash Flows



Notes

- (a) NMS has sold the NMS Notes (the Collateral) backed by the U.S. Treasuries to NFG.
- (b) The Notes will be issued to NFG.
- (c) In consideration for the Notes being issued to NFG, NFG will transfer to the Issuer the Collateral that will collateralize the Notes.
- (d)
 - At the time of transfer of the Collateral to the Issuer, the purchase price for the Collateral shall be no more than the nominal amount of the Notes issued as consideration.
 - At the time of purchase of the Collateral, the nominal amount of the Collateral plus the expected interest thereon shall be equal to or greater than the sum of the expected amounts owing at maturity on the applicable Series of Notes.
 - The payments on the Notes will be made from distributions received from the Collateral and from the Related Agreements, if applicable for any specific Series.
 - NFG will purchase Notes for use as solvency capital for insurance purposes.

SUMMARY OF THE NOTE PROGRAMME

Issuer	Newpoint Surety Asset Finance Ltd., a limited recourse special purpose vehicle incorporated in Jersey Channel Islands.
Arranger	NFG Partners S.A.
Dealer	NFG Partners S.A. in its capacity as dealer in accordance with the Dealer Agreement.
Note Trustee	Amicorp (UK) Limited in its capacity as note trustee for the Noteholders in accordance with the terms of the Principal Trust Deed and any Supplemental Trust Deed.
Security Trustee	Amicorp Trustees (UK) Limited in its capacity as security trustee for the Noteholders in accordance with the terms of the Security Assignment Agreement and any Supplemental Security Assignment Agreement.
Programme Administrator	Global Fixed Income Capital Partners Ltd., in accordance with the terms of the Programme Administration Agreement.
Paying and Issuing Agent	Avenir Registrars Ltd., in accordance with the terms of the Agency Agreement.
Registrar	Avenir Registrars Ltd., in accordance with the terms of the Agency Agreement.
Paying Agent	Avenir Registrars Ltd., in accordance with the terms of the Agency Agreement.
Calculation Agent	Global Fixed Income Capital Partners Ltd., in accordance with the terms of the Agency Agreement.
Custodian	Shard Capital Partners LLP, in accordance with the terms of the Custody Agreement.
Account Provider	Alpha FX Limited, in accordance with the terms of the Account Services Agreement.
Hedging Agent	NFG Partners S.A., in accordance with the terms of the Hedging Agreement.
Programme Size	Up to U.S \$1,500,000,000 (1.5 billion USD) (or its equivalent in other currencies) aggregate nominal amount of Notes outstanding at any time, as may be increased from time-to-time by the Issuer.
Issuance in Series	Notes issued under the Programme will be issued in Series, with Notes of each Series being fungible with all other Notes of that Series. The Notes of any Series with the same Issue Date will comprise a Tranche. A Series may therefore comprise a number of Tranches.

Certain Restrictions	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time including the restrictions applicable at the date of these Admission Particulars. See “ <i>Subscription and Sale</i> ”.
Currencies	Sterling, euro, U.S. dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.
Pricing Supplement	Notes issued under the Programme may be issued pursuant to these Admission Particulars and associated Pricing Supplement.
Maturities	Such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer. In certain circumstances, where Notes have a maturity of less than one year, such Notes will be subject to limitations to ensure the Issuer complies with section 19 of FSMA. For further details please see the UK selling restrictions as set out in the “ <i>Subscription and Sale - United Kingdom</i> ” section of these Admission Particulars.
Issue Price	Notes will be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as set out in the relevant Pricing Supplement.
Interest	Notes will, unless otherwise specified in the relevant Pricing Supplement, be interest-bearing and interest will be calculated (unless otherwise specified in the relevant Pricing Supplement) on the Principal Amount Outstanding of such Note. Interest will accrue at a fixed or Floating Rate and will be payable in arrear, as specified in the relevant Pricing Supplement, or on such other basis and at such rate as may be so specified. Interest will be calculated on the basis of such Day Count Fraction (as defined in the Pricing Supplement) as may be agreed between the Issuer and the relevant Dealer as specified in the relevant Pricing Supplement.
Form of Notes	The Notes will be issued in registered form as specified in the relevant Pricing Supplement. Registered Notes will not be exchangeable for bearer Notes. The Notes may be dematerialised for holding in the Relevant System (as defined in the Uncertificated Securities Regulation, 2001) in accordance with the Uncertificated Securities Regulation, 2001.
Interest Payment Dates	Unless otherwise specified in the relevant Pricing Supplement, Interest in respect of Fixed Rate Notes will be payable semi-annually in arrears, in respect of Floating Rate Notes will be payable quarterly in arrears (or, in each case, as otherwise specified in the relevant Pricing Supplement).

Early Redemption	The applicable Pricing Supplement will indicate either (1) that the relevant Notes cannot be redeemed prior to their stated maturity; or (2) that such Notes will be redeemable at the option of the Issuer and/or the holders of the Notes (the “ Noteholders ”) upon giving notice to the Noteholders or the Issuer; as the case may be, on such other terms as may be agreed between the Issuer and the relevant Dealer, in each case as set out in the applicable Pricing Supplement.
Scheduled Redemption	Unless previously redeemed or cancelled, each Tranche of Notes is expected to be redeemed on the applicable scheduled redemption date.
Denomination of Notes	Notes will be issued in such denominations as are or may be agreed between the Issuer and the relevant Dealer, as specified in the relevant Pricing Supplement, but the minimum denomination shall be at least £100,000 or not less than the equivalent of £100,000 in any other currency.
Taxation	Payments in respect of Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature, unless and save to the extent that the withholding or deduction of such taxes, duties or charges is required by law. In that event and to that extent, the Issuer will make payments subject to the appropriate withholding or deduction. No additional amounts will be paid by the Issuer in respect of any withholdings or deductions, unless otherwise specified in the applicable Pricing Supplement.
Status of the Notes	<p>The Notes to be issued under the Programme will constitute secured obligations of the Issuer. Notes of each Series rank <i>pari passu</i> without preference or priority in point of security among themselves. The Notes will be freely tradeable in denominations of not less than the equivalent of £100,000. The Notes will be limited recourse obligations of the Issuer</p> <p>The Notes represent the right of the holders of such Notes to receive interest (where applicable) and principal payments from the Issuer in accordance with the terms and conditions of the Notes set out in the principal trust deed between (among others) the Issuer and the Note Trustee, as amended from time to time (the “Principal Trust Deed”) and any terms and conditions of any particular Series of Notes set out in any supplemental trust deed between the Issuer and the Note Trustee (the “Supplemental Trust Deed”) between the Issuer and the Note Trustee; in connection with the Programme.</p>
Covenants	The representations, warranties, covenants and events of default which will apply to, among other things, the Notes are set out in the Principal Trust Deed and any Supplemental Trust Deed. See “Summary of the Financing Agreements - Documents Incorporated by Reference - Principal Trust Deed and any Supplemental Trust Deed”.
Listing and Trading	Application has been made to the London Stock Exchange for Notes to be admitted during the period of 12 months from the date of approval of these Admission Particulars to trading on the ISM. The Notes admitted to trading on the ISM are not admitted to the Official List of the FCA.

Ratings

Any ratings assigned to the Notes by the Rating Agencies reflect only the views of the Rating Agencies. A rating is not a recommendation to buy, sell or hold securities and will depend, among other things, on certain underlying characteristics of the business and financial condition of Issuer or the Collateral. A rating may be subject to suspension, change or withdrawal at any time by the assigning Rating Agency.

Governing Law

The Notes will be governed by, and construed in accordance with, English law.

RISK FACTORS

The following sets out certain aspects of the Programme documentation and the activities of the Issuer about which prospective Noteholders should be aware. The occurrence of any of the events described below could have a material adverse effect on the business, financial condition or results of operations of the Issuer and/or non-payment of amounts under the Notes.

This section of these Admission Particulars describes all material risks that are known to the Issuer as at the date of these Admission Particulars. This section of these Admission Particulars is not intended to be exhaustive and prospective Noteholders should read the detailed information set out elsewhere in this document. Further, prospective Noteholders should seek their own legal, financial, accounting, tax and other relevant advice as to the structure and viability of an investment in the Notes.

In addition, while the various structural elements described in this document are intended to lessen some of the risks discussed below for Noteholders, there can be no assurance that these measures will ensure that the holders of the Notes of any Series or Tranche receive payment of interest or repayment of principal from the Issuer in respect of such Notes on a timely basis or at all.

The occurrence of one or more of the circumstances described below could lead to a material and long-term decline in the price of the Notes or, in extreme cases, to a total loss of interest and of the amount invested by the Noteholder as the Notes are subject to Limited Recourse (as defined below). Investors investing in the Notes may incur a total or partial loss of the amount invested if the risks involved in investment in the Collateral are realised in whole or in part.

A. RISK FACTORS RELATING TO THE ISSUER

Investors investing in the Notes should consider, in particular, the risks of investing in the Notes offered described below. If one or more of the risks described below occur, investors in the Notes may incur a total or partial loss of their capital invested.

1. General

The Issuer is incorporated, existing and organised under the laws of Jersey, Channel Islands. The Issuer has been established as a special purpose vehicle. The Issuer's sole business is to carry out its strategy as set out herein. The Issuer has, and will have, no assets other than its issued and paid-up share capital, any proceeds in connection with the issuance of Notes and any Collateral purchased therewith.

The ability of the Issuer to satisfy its payment obligations under the relevant series of Notes in full is dependent upon certain factors outlined below, in particular the amounts received under the Collateral with respect to such series.

2. The Issuer

The Issuer will have limited resources and will conduct no business operations other than the issue and repayment of the Notes and the connected transactions. The Issuer's ability to satisfy its payment obligations under the relevant Series of Notes and its operating and administrative expenses will be dependent, in particular, upon receipt by it in full of the amounts payable to it (a) of principal and interest in relation to the enforcement of the relevant Collateral or any proceeds thereof, (b) under any Related Agreement, and (c) under the relevant Programme Documents to which it is a party. Other than assets from the transactions described herein, the Issuer will have no funds available to meet its obligations under the relevant Notes issued by it and the relevant Notes will not give rise to any payment obligation in excess of the foregoing. To the extent that the relevant Collateral or proceeds thereof is ultimately insufficient to satisfy the claims of all Noteholders and any other creditor in full, neither any Noteholder nor any other creditor shall have any further claims against the Issuer.

The relevant Notes are not, and will not be, insured or guaranteed by the Issuer or by any counterparty or any of their respective affiliates or any third person or entity and none of the foregoing assumes, or will assume, any liability or obligation to the Noteholders of the relevant Notes if the Issuer fails to make a payment due under the relevant Notes.

3. Competing Claims

Noteholders may be subject to competing claims of the Issuer. The claims of such other creditors may affect the amount of Collateral available to meet the claims of the Noteholders of the Notes of a series and other Noteholders relating to such series. If there is any resulting shortfall in the amounts available from the Collateral, the claims of the Noteholders will be extinguished and no action may be taken by the Noteholders to wind up the Issuer. As such, the investors in the Notes may incur a total or partial loss of their capital invested.

4. Preferred Creditors

Certain third parties have legal preference rights. Such creditors include inter alia the tax authorities or creditors of social security contributions and certain legal costs. Such third-party preferential claims may reduce the amount of available Collateral such that the investors in the Notes may incur a total or partial loss of their capital invested.

5. Consequences of Winding-up Proceedings

The Issuer will seek to contract only with parties who agree not to make application for the commencement of winding-up or similar proceedings against the Issuer. If the Issuer fails for any reason to meet its obligations or liabilities to a creditor who has not so agreed, such creditor may be entitled to make an application for the commencement of insolvency proceedings against the Issuer.

The commencement of such proceedings may involve certain conditions, which entitle creditors to terminate contracts with the Issuer and claim damages for any loss arising from such early termination. The commencement of such proceedings may result in the Issuer's assets being realised and applied to pay the fees and costs of the liquidator, debts preferred by law and debts payable in insolvency, before any surplus is distributed to the Noteholders.

Such winding-up proceedings may reduce the amount of available Collateral such that the proceeds therefrom may be insufficient to satisfy the claims of all Noteholders.

6. Credit ratings

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the credit rating agencies at any time. If a rating of the Notes is reduced or withdrawn, it could have an adverse impact on the marketability and price of the Notes and as such the investors in the Notes may incur a total or partial loss of their capital invested.

B. RISK FACTORS RELATING TO THE NOTES AND THE COLLATERAL

Investors investing in the Notes should consider, in particular, the risks of investing in the Notes offered described below. If one or more of the risks described below occur, investors in the Notes may incur a total or partial loss of their capital invested.

1. Risks related to the Source of Payments of the Notes

The Issuer has no assets to meet its payment obligations with respect to the relevant Series of Notes other than payments received from the Collateral with respect to such Series. Consequently, and with respect to a Series of Notes, if a payment default occurs in respect of the relevant Collateral, then the Issuer will also be unable to meet its obligations under the relevant Notes. The Issuer is exposed to the ability of the relevant counterparty to perform its obligations in respect of the relevant Collateral.

2. Limited Recourse

The Notes represent secured obligations of the Issuer and will be redeemed on the date specified for redemption in the relevant Pricing Supplement at an amount specified in the relevant Pricing Supplement, provided that there will be no event which will lead to the Issuer experiencing a shortfall in the amount which it receives from its

Collateral, when compared to the amount which would otherwise be required to make payments to the Noteholders pursuant to the Pricing Supplement.

In the case of such a shortfall, the obligations of the Issuer in respect of the Notes are subject to limited recourse provisions described in the relevant Pricing Supplement. Following the realisation of all proceeds related to the relevant Collateral, any shortfall under the Notes shall be borne by the Noteholders and the other creditors or other beneficiaries (as applicable) according to the Priority of Payments (such provisions, “**Limited Recourse**”).

3. Debtor of the Notes

The sole debtor of the Notes is the Issuer. Noteholders may therefore demand payments, which they are entitled to receive pursuant to the relevant Pricing Supplement, only from the Issuer. Neither the Counterparties described herein nor any agent of the Issuer is required or expected to make any payments payable by the Issuer to the Noteholders with respect to the Notes.

4. No Petition

Neither the Counterparties described herein, the Noteholders, nor any other party entitled to any claims against the Issuer in connection with the Notes (or any person acting on behalf of any of them) may (a) institute or join with any other person in bringing, instituting or joining insolvency proceedings (whether court based or otherwise) in relation to the Issuer; or (b) take any steps for the purpose to recover any shortfall with regard to the Notes or to recover any debts whatsoever from the Issuer.

5. Limited Liability

Neither Counterparties, the Noteholders, nor any other party entitled to any claims against the Issuer in connection with the Notes (or any person acting on behalf of any of them) shall be entitled to take any further action against the Issuer or any shareholder, member, agent or director of the Issuer, to recover any such further sum. No personal liability shall attach to or be incurred by the shareholders, members, agents or directors of the Issuer for breaches by the Issuer of any of its obligations, covenants or agreements, either at law or by statute or constitution. The foregoing shall not apply to any breaches caused by gross negligence or wilful misconduct of such shareholder, member, agent or director of the Issuer.

6. No Tax Gross-Up

Noteholders will not receive additional amounts or gross-up amounts as compensation for any withholding tax. The imposition of such a tax may lead to an early redemption of the Notes, subject to the relevant Pricing Supplement.

7. No Investigations

No investigations, searches or other enquiries will be made, and no express or implied representations or warranties will be given by the Issuer any other party described herein, any other agent or any other third party on behalf of any of the persons named above in respect of the Collateral. As a result if the Collateral is not available to the investors or there is a decrease in value related to the Collateral then the Noteholders may incur a total or partial loss of their capital invested.

8. Risks related to the Liquidation or Enforcement of Assets

Upon (i) an early redemption of the Notes following a Mandatory Redemption Event or (ii) an early redemption of Notes following an Optional Redemption Event or (iii) any Notes becoming due and payable upon the occurrence of an Event of Default, the relevant Collateral will be liquidated by the Security Trustee. Any such liquidation is subject to the specific risks relating to the relevant Collateral.

A substantial amount of time may elapse between the occurrence of any such early redemption, the liquidation of the relevant Collateral and the payment of the Issuer proceeds to the Noteholders. Hence there is a risk that the proceeds of such liquidation will be paid out on a date which falls after the scheduled redemption date or settlement date set out in the relevant Pricing Supplement and / or will be lower than the computed value of the Notes resulting in losses to the Noteholders.

If the Security Trustee has not been able to liquidate all relevant Collateral, in particular if it turns out that any such relevant Collateral is illiquid or the Issuer is insolvent and related insolvency proceedings are not successful or long-lasting, the Security Trustee will, on behalf of the Issuer, distribute the available proceeds from the relevant Collateral.

No Noteholder shall have any rights or claims under or in respect of the Notes after the Maturity Date. Recourse of the Noteholders will be limited in accordance with the Limited Recourse provisions and the applicable priority of payments to a Noteholders pro rata share of the Collateral and the proceeds therefrom.

The Maturity Date will be specified in the Pricing Supplement and might be a date that is a specified number of years, months or days after the scheduled maturity date of the relevant Collateral with the longest time to run until its scheduled maturity date.

9. Priority of Payments

The Noteholders' rights for payments of amounts due under the Notes are subordinated to prior ranking claims in the manner specified in the Supplemental Security Assignment Agreement and / or the relevant Pricing Supplement and limited to the relevant available Collateral.

The rights of the Noteholders to be paid amounts due under the Notes may be, inter alia, subordinated to (i) any taxes, charges, expenses, liabilities and legal duties in respect of the Notes, and (ii) claims for fees, costs, charges, expenses and liabilities of the Security Trustee, the Note Trustee, any receiver, the Programme Administrator, the Paying Agent, the Calculation Agent and any other service provider specified in the Pricing Supplement. Any other assets of the Issuer will not be available for payment of any shortfall which shall be borne by the Noteholders according to such payment priorities of claims (see Condition 11 "Limited Recourse Enforcement"). In such circumstances Noteholders may lose their invested capital in whole or in part.

10. Risks related to the Collateral

The Collateral for the Notes will be the NMS Notes that are secured by U.S. Treasuries. The NMS Notes are limited recourse obligations.

NMS has been established as a limited recourse special purpose vehicle and as a result has no assets other than its issued and paid-up share capital, any proceeds in connection with the issuance of NMS Notes, and the U.S. Treasuries that secure the NMS Notes. To the extent that the U.S. Treasuries that secure the NMS Notes are insufficient to satisfy the claims of all holders of NMS Notes, including the Issuer, neither the Issuer, the holder of any Note or NMS Note nor any other creditor of the Issuer or NMS will have any further claims against NMS.

The U.S. Treasuries are subject to a perfected security interest in favour of the holders of NMS Notes pursuant to the Collateral Pledge and Security Agreement. Notwithstanding the filing of a UCC-1 financing statement with respect to the U.S. Treasuries with the Secretary of State of New York and the Secretary of State of the State of California, pursuant to the Uniform Commercial Code, the NMS Notes and the security related thereto (the U.S. Treasuries) could be subject to competing claims which could lead to a decrease in the value of the Collateral.

In the event that the Security Trustee has to bring an enforcement action in connection with the NMS Notes it could have the effect of reducing the enforcement proceeds. In particular, the Security Trustee may, in its discretion and in accordance with the Pricing Supplement and any Security Document, realise the relevant Collateral, terminate and/or realise on any Related Agreement and / or any other Programme Document in accordance with its or their terms, and/or take action against any person liable in respect of any relevant Collateral to enforce repayment of Notes or other obligations of the Issuer. Noteholders should be aware that in such event, an enforcement of the Collateral may be delayed or may not be affected.

The amount payable to Noteholders will be calculated in accordance with the relevant Pricing Supplement and is subject to the Limited Recourse. In such circumstances, investors may lose their invested capital in whole or in part.

Payments under the Collateral may not be grossed up if taxes are imposed on any payments due to the Issuer from the issuer of such Collateral.

The U.S Treasuries constitute general unsecured debt obligations ranking subordinated and junior to all senior indebtedness of the Government of the United States of America and pari passu with any other subordinated obligations. Payments due with regard to the U.S Treasuries will therefore in the case of an insolvency or liquidation of the Government of the United States of America, be subject to the prior payment in full of all other liabilities of the Government of the United States of America, except those liabilities which by their terms rank pari passu with or are subordinated to the U.S. Treasuries.

11. Risks related to a Related Agreement

The Issuer's payment claims under any Related Agreement, if any, for any series will be subject to counterparty risks and, in the case of a linkage to reference assets, such as indices, currencies and other reference assets, to volatility risks with respect to such reference assets.

Any Related Agreement with respect to the Notes may be terminated prior to its stated termination date if there is for example a payment default or failure to deliver by a Counterparty, or the Counterparty goes bankrupt. In addition, a Related Agreement may be terminated if a payment default or failure to deliver by a Counterparty occurs under any other swap agreement between a Counterparty and the Issuer, or if a Counterparty has gone bankrupt and such other swap agreement has therefore been terminated prior to its stated termination date.

The amount payable to Noteholders will be calculated in accordance with the relevant Pricing Supplement and is subject to the Limited Recourse provisions. In such circumstances, investors may lose their invested capital in whole or in part.

12. Collateral Values

The market price of the Collateral will generally fluctuate. To the extent that a default occurs with respect to any of the Collateral for any Series and the Issuer or the Security Trustee (on its behalf) sells, transfers, enforces or otherwise disposes of such Collateral, it is not likely that the proceeds of such sale, enforcement or disposition will be equal to the principal and/or interest payable on the Notes.

Even in the absence of a default with respect to any of the Collateral, due to potential market volatility the market value of the Collateral at any time will vary, and may vary substantially, from its principal amount or the price at which such Collateral was initially purchased or entered into. Accordingly, with respect to each Series of Notes, no assurance can be given as to the amount of proceeds of any sale, transfer, enforcement or disposition of any Collateral for that Series in the context of a liquidation or enforcement (where applicable) under the Notes or that the proceeds of any such sale, transfer, enforcement or disposition would be sufficient to repay the full amount of principal of and interest on the relevant Notes that the Noteholders would otherwise expect to receive on the scheduled redemption date.

In addition, the market value of subordinated Collateral is more likely to be lower than the value of an equivalent but unsubordinated security. Hence, a sale of the subordinated Collateral in the event of an enforcement or liquidation might lead to net proceeds less than the nominal amount of such securities. The sale of unsubordinated Collateral may be subject to statutory restrictions.

13. Book-entry form of Notes

The Notes will initially only be issued as dematerialized holdings, issued, held, settled and transferred through Euroclear UK & International Limited (formerly known as CRESTCO Limited) ("**CREST**").

Unlike the holders of the Notes themselves, owners of book-entry interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from holders of the Notes. The procedures to be implemented through CREST may not be adequate to ensure the timely exercise of rights under the Notes.

Holders of Notes will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST International Manual (December 2020) issued by Euroclear UK & International Limited and as amended, modified, varied or supplemented from time to time (the "**CREST Manual**") and the CREST Rules (contained in the CREST Manual) applicable to the CREST International Settlement Links Service. Holders of Notes must comply in full with all obligations imposed on them by such provisions, including in relation to (i) indemnities, warranties, representations and undertakings to be given by holders of Notes in CREST and

limitations on the liability of CREST and (ii) fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Notes through CREST.

None of the Issuer or any other party referred to herein makes any representation or warranty as to the tax consequences of an investment in Notes and/or the tax consequences of the acquisition, holding, transfer or disposal of Notes by any investor (including, without limitation, whether any stamp duty, stamp duty reserve tax, excise, severance, sales, use, transfer, documentary or any other similar tax, duty or charge may be imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction on the acquisition, holding, transfer or disposal of Notes by any investor). Whilst your attention is drawn to the section entitled '*Taxation*', the tax consequences for each investor in the Notes can be different. Therefore, you should consider consulting with a tax adviser as to the impact to such investment in the Notes for each investor, including, in particular, whether United Kingdom stamp duty reserve tax will be payable on transfers of Notes in uncertificated form within CREST.

14. Risks relating to Fixed Rate Notes

Prospective investors in Fixed Rate Notes should in particular be aware that:

1. such investments involve the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes; and
2. investors will not benefit from any increases in market interest rates above the fixed rate payable in respect of the relevant Fixed Rate Notes.

15. Risks relating to Floating Rate Notes

Prospective investors in Floating Rate Notes should in particular be aware that:

1. the reforms or pressures outlined herein and any other changes to the level of the relevant published rate applicable to the Floating Rate Notes, could cause it to be lower, higher and/or more volatile than it would have otherwise been;
2. If the Euro Interbank Offered Rate (“**EURIBOR**”) is discontinued or is otherwise unavailable, then the rate of interest on Floating Rate Notes which references such benchmark will be determined for the relevant period by the fall-back provisions provided for under Condition 6 (Interest and other Calculations) of the Pricing Supplement of the Notes, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks in the Euro-zone interbank market may not operate as intended (depending on the market circumstances and the availability of rates information at the relevant time) and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period was available unless a Successor Rate (as defined in the applicable Pricing Supplement or Alternative Rate (as defined in the applicable Pricing Supplement) for the relevant benchmark has been determined by the Issuer as described below;
3. If the relevant Benchmark (as defined in the applicable Pricing Supplement) is discontinued or otherwise ceases to be used a benchmark, the Issuer has the right to determine a Successor Rate (as defined in the applicable Pricing Supplement) or Alternative Rate (as defined in the applicable Pricing Supplement) for the relevant Benchmark (as defined in the applicable Pricing Supplement) and in these circumstances the Pricing Supplement provide that the Issuer may vary the Pricing Supplement, as necessary to ensure the proper operation of such Successor Rate (as defined in the applicable Pricing Supplement) or Alternative Rate (as defined in the applicable Pricing Supplement), without any requirement for consent or approval of the Noteholders. If a Successor Rate (as defined in the applicable Pricing Supplement) or Alternative Rate (as defined in the applicable Pricing Supplement) is determined by the Issuer, the Pricing Supplement also provide that an Adjustment Spread may be determined by the Issuer to be applied to such Successor Rate (as defined in the applicable Pricing Supplement) or Alternative Rate (as defined in the applicable Pricing Supplement). The aim of the Adjustment Spread is to reduce or eliminate, so far as is

practicable, any economic prejudice or benefit (as the case may be) to Noteholders and Coupon holders as a result of the replacement of the relevant Benchmark (as defined in the applicable Pricing Supplement) with the Successor Rate (as defined in the applicable Pricing Supplement) or the Alternative Rate (as defined in the applicable Pricing Supplement). However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to Noteholders and Coupon holders. If no Adjustment Spread is determined, a Successor Rate (as defined in the applicable Pricing Supplement) or Alternative Rate (as defined in the applicable Pricing Supplement) may nonetheless be used to determine the Interest Rate.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Floating Rate Notes and/or any hedging agreements due to applicable fall-back provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Floating Rate Notes.

Moreover, any of the above matters or any other significant change to the setting or existence of EURIBOR or any other relevant Benchmark (as defined in the applicable Pricing Supplement) could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under the Floating Rate Notes, and/or the amount receivable by the relevant Noteholders relative to what they would have received if EURIBOR or any other relevant Benchmark (as defined in the applicable Pricing Supplement) had continued under, the Floating Rate Notes. No assurance may be provided that relevant changes will not occur with respect to EURIBOR or any other relevant Benchmark (as defined in the applicable Pricing Supplement) and/or that such Benchmarks (as defined in the applicable Pricing Supplement) will continue to exist. Investors should consider these matters when making their investment decision with respect to the Floating Rate Notes.

16. The market continues to develop in relation to risk free rates (including overnight rates such as the Sterling Overnight Index Average Rate (“SONIA”) as reference rates for Floating Rate Notes

The rate of interest on the Notes may be calculated on the basis of risk free rates such as SONIA, as set forth in the relevant Pricing Supplement. SONIA is an overnight funding rate. Interest on SONIA Notes with interest periods longer than overnight will be calculated on the basis of SONIA, compounded during the relevant interest period except during a specified period near the end of each interest payment date during which such risk free rate will be fixed. As a consequence, the amount of interest payable on each interest payment date will only be known a short period of time prior to the relevant interest payment date. Investors therefore will not know in advance the interest amount which will be payable on such Floating Rate Notes.

The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Pricing Supplement as applicable to Floating Rate Notes referencing such reference rates. The nascent development of compounded daily SONIA, as well as continued development of SONIA-based rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA-referenced Notes issued under the programme from time to time.

C. RISK FACTORS RELATING TO THE COUNTERPARTIES

Notes are subject to risks related to the Counterparties of the Issuer described herein. In the event of the insolvency of a Counterparty, various insolvency and related laws applicable to such Counterparty may (directly or indirectly) limit the amount the Issuer may recover and as a result investing in the Notes offered described below. If one or more of the risks described below occur, investors in the Notes may incur a total or partial loss of their capital invested.

1. Reliance on creditworthiness of the Counterparties

The Issuer's ability to meet its obligations under a Series of Notes will depend on the receipt by it of payments by the relevant Collateral with respect to such Series. Consequently, the Issuer is exposed to the ability of the relevant Counterparty to perform its obligations in respect of the relevant Collateral.

If, in respect of any Series of Notes, any of the relevant Collateral becomes repayable following a payment default, the Issuer will redeem the Notes of the affected Series early.

The creditworthiness of the Government of the United States of America and any such other Counterparty, if any, are subject to specific risks concerning the Government of the United States of America, any Counterparty and any such other Counterparty relating and their business and the banking and finance sector as a whole.

Because the Collateral comprises substantially all of the assets of the Issuer and all payment obligations of the Issuer with respect to a Series of Notes are limited to the amounts received by the Issuer from NMS, and in turn the Government of the United States of America, and the other Counterparties related to the relevant Collateral and the proceeds thereof, prospective investors of the Notes are also making an investment decision with respect to the credit-worthiness of such parties, in particular the Government of the United States of America and any other Counterparty. As such, Noteholders should recognise that the Notes can decline in value, and that under certain circumstances, result in a total loss of both the capital invested and the transaction costs incurred if there are any negative impacts on the business of the Collateral Asset Issuer and any other Counterparty.

The creditworthiness of the Government of the United States of America and any such other Counterparty, if any, are subject to specific risks concerning the Government of the United States of America, any Counterparty and any such other Counterparty relating and their business and the banking and finance sector as a whole.

According to Fitch Ratings, the following factors could, individually or collectively lead to a negative rating action or downgrade of the Government of the United States of America and thus increase the risk associated with the Notes.

- “Public Finances: A marked increase in general government debt, for example due to a failure to address medium-term public spending and revenue challenges; and
- Macroeconomic policy, performance and prospects: A decline in the coherence and credibility of policymaking that undermines the reserve currency status of the U.S. dollar, thus diminishing the government's financing flexibility.”¹

2. Security Trustee

In respect of each Series of Notes, the Issuer will appoint a Security Trustee to enter into the relevant Security Documents as Security Trustee.

The Security Trustee will have certain discretionary powers in connection with an enforcement of the Collateral, the exercise of any of which could have the effect of reducing the enforcement proceeds. In particular, the Security Trustee may, in its discretion and in accordance with the Pricing Supplement and any Security Document, realise the relevant Collateral, terminate and/or realise on any Related Agreement and / or any other Programme Document in accordance with its or their terms, and/or take action against any person liable in respect of any relevant Collateral to enforce repayment of Notes or other obligations of the Issuer. Noteholders should be aware that in such event, an enforcement of the Collateral may be delayed or may not be affected.

3. Confidential Information and Conflicts of Interest

The Counterparties and their respective affiliates may for their own account or for the account of customers, engage in transactions directly or indirectly involving assets that are Collateral under the Notes, and may make decisions regarding these transactions in the same manner as they would if the Notes had not been issued. The Counterparties and their respective affiliates may, on the issue date of the Notes, or at any time thereafter, be in possession of information in relation to any reference assets that may be material to the holders of any Notes and that may not be publicly available or not known to the Noteholders. There are no obligations on the part of any Counterparty or any of their respective affiliates to disclose any such business or information to the Noteholders.

As such, Noteholders should recognise that the Counterparties may be privy to information related to a potential or actual decline in value of the Notes, and that under certain circumstances, a likelihood of a total loss of both the capital invested and the transaction costs incurred, and be under no obligation to disclose to the Noteholders.

¹ Fitch Ratings Commentary – “Fitch Downgrades the United States' Long-Term Ratings to 'AA+' from 'AAA'; Outlook Stable”, 01 August 2023.

4. Other Risks Related to the Government of the United States

Economic Recovery

There are numerous efforts, including various legislative acts, that have been employed to stimulate the economic recovery of the USA. If such efforts don't result in such economic recovery, it could result in higher unemployment, less taxes, more delinquencies in government receivables which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

Federal Debt

In the event the Federal debt continues to rise, it could result in numerous mechanisms being employed by the Treasury Department to control the Federal debt. In such circumstances it could slow economic growth which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

Increases in the Federal debt also could result in increased interest payments thereon which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

Treasury Department Operational Costs

In the event the Treasury Department's operational cost continues to rise, it could result in an increase in Federal debt which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries. Increased Governmental Costs.

Government of the United States Spending

Government spending can be increased for a multitude of reasons, including without limitation, additional healthcare spending as a result of an aging population, which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

Currency Rates

Decreases in the U.S. dollar relative to other currencies could result in higher Federal debt which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

Increases in the U.S. dollar relative to other countries could impact on trade with foreign countries as well as more default on foreign payments to the USA, which could impact on the Treasury Department's ability to repay its debts including U.S. Treasuries.

5. Information Related to NMS and the Government of the United States

NMS, as issuer of the NMS Notes, is not a participating party in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein. We have obtained all information regarding NMS from publicly available information so far as the Issuer is aware and able to ascertain.

The U.S. government, as issuer of the U.S. Treasuries, is not a participating party to the Programme and not directly involved in any way in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein. We have obtained all information regarding the U.S. Government from publicly available information so far as the Issuer is aware and able to ascertain.

D. RISK FACTORS RELATING TO GENERAL PRODUCT SPECIFIC RISK IN RELATION TO NOTES

An investment in the Notes is subject to certain risks, which may include risks of the stock, bond and currency markets, interest rate risks, risks due to market volatility, economic and political risks, as well as risks associated with the relevant Collateral. Such risks can occur both individually and in combination with each other. Prospective investors should therefore have experience in security transactions of this type.

An investment in the Notes entails significant risks that are not associated with investments in a conventional fixed or Floating Rate debt security. These risks include, among other things, the possibility that:

1. the underlying or basket of Collateral may be subject to significant changes during the term of the Notes due to various circumstances including fluctuations in its components;
2. in case of interest bearing Notes, the resulting interest rate or payable interest amount may be less (or even zero) than that payable in the case of a conventional debt security issued at the same time;
3. the repayment of the nominal amount per Note or the issue price can occur at times other than that expected by the investor;
4. the holder of Notes could lose all or a substantial portion of the nominal amount per Note or the issue price of such Note (whether payable at maturity or any other date for redemption or settlement);
5. the risks of investing in Notes encompasses both risks relating to the Collateral and risks that are unique to the Notes;
6. any Notes that are linked to more than one type of Collateral or that encompass the risks associated with more than one type of asset may carry levels of risk that are greater than Notes that are linked to one type of asset only;
7. it may not be possible for investors to hedge their exposure to these various risks arising from Notes; and
8. a significant market disruption could cause a substitution of the underlying or an early redemption of the Notes, so that the original assessment of risks may no longer apply or the investor would be exposed to reinvestment risk.

1. Risk of Loss

Prospective investors in the Notes should recognise that the Notes can decline in value, and that under certain circumstances, a total loss of both the capital invested and the transaction costs incurred is possible. It is strongly recommended that interested investors familiarise themselves with the particular risk profile of the product type described in these Admission Particulars, Pricing Supplement (as applicable), and if necessary seek expert advice.

The risk of the loss of some or all of the amount invested or the purchase price of a Note upon expiration or redemption means that, in order to recover and realise a return upon his/her investment, the Noteholder of a Note must generally have correctly anticipated the direction, timing and magnitude of an anticipated change in the value of the underlying.

2. Macroeconomic, Geopolitical and Regulatory Risks

The performance of the Notes and/or the possibility of buying, selling or repurchasing them can be influenced by changes in the general economic climate, as well as uncertainties such as political developments, changes in government policy, restrictions on capital movements, and changes in regulatory rules. These risks may occur to a greater extent in the case of investments in or in connection with emerging countries or non-OECD countries.

The Issuer must consider regulatory restrictions and changes in legislation affecting either the Issuer itself or the Notes. The Collateral could also be affected by changes in legislation or measures by regulatory agencies affecting the value of the Collateral (and thereby indirectly the value of the Notes).

3. Early Redemption or Additional Termination of Notes

In the case of Notes with structured interest and/or payment components, the interest rate and/or amount to be paid or delivered by the Issuer is linked to the Collateral. If the Notes are terminated prematurely or sold before maturity, there will be a further risk that part of the invested capital is lost.

The relevant Pricing Supplement for a particular issue of Notes may provide for general or additional rights of termination by the Issuer under certain circumstances set out in the relevant Pricing Supplement.

4. Early Redemption at the Option of the Noteholders

The Pricing Supplement of the Notes may provide for a redemption of the Notes at the option of the relevant Noteholder. If a Noteholder exercises such option, the Security Trustee will on behalf of the Issuer sell, terminate, transfer, realise or otherwise dispose the relevant Collateral. The amount payable to such Noteholder is subject to the market values of applicable Collateral as of such time and therefore subject to the proceeds received from the realisation of such relevant Collateral which will be applied in accordance with the Priority of Payments.

The amount payable to Noteholders will be calculated in accordance with the relevant Pricing Supplement and subject to Limited Recourse. In such circumstances, investors may lose their invested capital in whole or in part.

5. Risks relating to Notes linked to certain Collateral

The value of the applicable Collateral depends on a number of interrelated factors, including economic, financial and political events beyond the Issuer's control. Changes in the value of the relevant Collateral can result in the value of the Notes falling below the nominal amount per Note or the issue price of the Note. In this case the Noteholder may suffer substantial losses, up to and including a total loss of the amount invested by the Noteholder.

Since the term of the Note is limited, investors should not rely on the recovery of the Note value prior to the redemption date. There are no regular payments or other distributions on the Note unless the relevant Pricing Supplement provide for fixed or variable interest payments. In particular, investors will not benefit from any dividends or interest payments on the relevant Collateral. Accordingly, potential losses in the Note's value cannot be offset by other earnings on the Note.

Additionally, if the formula used to determine the amount of principal, premium and/or interest payable with respect to Notes contains a multiplier or leverage factor then the effect of any change in the applicable Collateral will be increased.

No due diligence by the Issuer in respect of the Collateral

The Issuer will not undertake due diligence or examination of the relevant Collateral on behalf of the potential investors in the Notes, nor will it do so in the future.

Fluctuations in value or price of the Collateral

Fluctuations in the value or price of the relevant Collateral to which any derivative interest structure or payment is linked will affect the value of the Notes linked to such Collateral. The value of the underlying can fall as well as rise during the term of the Notes. Such changes in value may lead to a decrease in the Notes' value. Thus, the investor should be aware that there is a risk of loss of the purchase price paid for the Notes, along with any transaction costs.

The historical experience of the relevant Notes should not be taken as an indication of future performance of such indices, currencies, commodities, funds or other underlying Collateral during the term of any Notes.

As a result, a holder of a Note cannot predict what return it can expect at maturity or in the event of an early redemption of its Notes. Substantial losses in value may be incurred upon such redemption or at maturity.

Currency fluctuations

The Notes may be linked to Collateral whose relevant value is determined in a currency other than the currency in which payments are made under the Notes. Fluctuations in the relative value of these two currencies can result in such payment amounts being reduced.

Exchange rates are determined by supply and demand on the international money markets, which among other things are exposed to economic factors, speculation, and measures taken by governments and central banks. In the case of Notes where currency conversions are based on the then prevailing exchange rate, potential investors should be aware that the risk relating to exchange rate fluctuations shall be borne by the investor and such fluctuations can increase the risk of loss by lowering the value of the Notes.

In addition, the Notes might be denominated in a currency other than that of the national currency in the investor's homeland, and/or in a different currency than the one in which the investor would like to receive payments.

Adjustments and substitutions

The Collateral may be subject to change or substitution following the occurrence of certain market disruption events, adjustment events or other extraordinary events set out in the relevant Pricing Supplement, in particular if the Collateral ceases to exist or is subject to a material change or modification during the term of the Notes. In such case the Pricing Supplement may provide that the Issuer may make certain adjustments to the Pricing Supplement (including, subject (in the case of Notes which are rated by any Rating Agency or Rating Agencies) to the Issuer having obtained prior written confirmation (addressed to the Issuer and the Note Trustee) from each such Rating Agency that the credit rating of the Notes will not be adversely affected,² the substitution by the affected Collateral by comparable Collateral) in order to take into account the economic effect of such events and/or that the Notes may be redeemed early at an alternative redemption amount as set out in the relevant Pricing Supplement.

6. Risks relating to Notes denominated in a foreign currency

As purchasers of foreign currency securities, investors will be exposed to the risk of changing foreign exchange rates. Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency, regardless of other market forces. Noteholders may risk losing their entire investment if exchange rates of the relevant currency do not move in the anticipated direction. This risk is in addition to any performance risk that relates to the Issuer or the type of Note being issued.

7. Market volatility and other factors

The trading market for debt securities may be volatile and may be adversely affected by various circumstances. The market for debt securities issued by companies and banks is influenced by economic and market conditions and, to varying degrees, by interest rates, currency exchange rates and inflation rates. There can be no assurance that events in Europe, the United States of America or elsewhere will not cause market volatility, or that such volatility will not adversely affect the price of Notes, or that economic and market conditions will not have any other adverse effect.

8. Trading in Notes

An active trading market for the Notes may not develop.

Although an application has been made for the Notes issued under the Programme to be admitted to trading on the ISM, no assurance can be given that the Notes will in fact be listed or traded, or if the Notes are so listed and traded, that such listing or trading will be maintained, or that there will be a secondary market for any Notes so listed or traded. If the Notes are not listed or traded on any stock exchange, pricing information for such Notes may be more difficult to obtain, and the liquidity and market prices of such Notes may be adversely affected. The Notes, if admitted to trading on the ISM, are not admitted to the Official List of the FCA.

The liquidity of the Notes may also be affected by restrictions, if any, on offers and sales of the Notes in some jurisdictions. In any case, due to the relative complexity and lower liquidity of the Notes, if compared to more conventional financial instruments such as shares, comparatively larger spreads between bid and ask quotes can be expected.

There can be no assurance as to how any Notes will trade in the secondary market, whether there will be a secondary market or, if a secondary market exists, whether such market will be sustainable or liquid.

Where applicable, it is intended under normal market conditions to regularly quote purchase and sales prices for the Notes. However, there is no binding commitment by the Issuer to quote purchase or sales prices or to provide liquidity by quoting purchase and sales prices, and the Issuer assumes no legal obligation with respect to the amount or quotation of such prices. Consequently, interested investors should not rely on being able to sell the Notes at a certain point in time or at a certain price.

Prospective investors should be aware that the prices for the Notes quoted on an exchange, as well as their purchase and sales prices in over-the-counter trades, can deviate greatly from the intrinsic value derived from the relevant

² See Condition 4(e).

underlying.

The value of the Notes on the secondary market is subject to greater levels of risk than the value of other securities. The secondary market, if any, for the Notes will be affected by a number of factors (irrespective of the creditworthiness of the Issuer and the Counterparties and the value of the applicable Collateral), including the volatility of the applicable Collateral, the time remaining to the maturity of such Notes, the amount outstanding of such Notes and market interest rates.

In addition, in the event of unusual market conditions the spread between purchase and sales prices could widen and the respective prices for the Notes could fall sharply and deviate substantially from their intrinsic value determined based on the underlying. Noteholders who want to sell their Notes on the exchange or over-the-counter must then do so at a price well below the intrinsic value.

9. Price of Notes and Programme Costs

The initial offer price of the Notes will be determined by the Issuer in its reasonable discretion on the basis of prevailing market conditions. Such offer price can be greater than the theoretical market value of the Notes. In addition, it may contain costs, fees and expenses (including commission) and a margin paid to distributors or other third parties. Finally, financial institutions selling the Notes in the market may apply a (further) surcharge or otherwise sell the Notes at another price.

An actual return on the Notes may be reduced from the pay-out stated in the Pricing Supplement by transaction costs. The Notes represent the right to payment of the redemption amount on the redemption. The redemption amount is subject to deduction of certain taxes, charges and/or costs.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for their own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional parties, either domestic or foreign, are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Noteholders must further take into account that upon sales or purchases of Notes prior to an interest payment date (depending on their type and features), respectively, no accrued interest might be paid or charged, as the case may be.

10. Tax impact of the Investment

An actual profit or income generated by the Notes may be reduced by any tax payable in respect of the Notes. Payments of interest (if any) on the Notes, or profits realised by the Noteholders upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally in Jersey, Channel Islands is described in below under "*Tax Considerations*"; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. Each Noteholder will assume sole responsibility 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 advises all investors to contact their own tax advisors for advice on the tax impact of an investment in the Notes.

11. Conflicts of Interest in relation to the Collateral

The Issuer's agents and their respective subsidiaries or affiliates may from time to time engage in purchase, sale or other transactions involving assets that are Collateral under the Notes for their proprietary accounts and/or for accounts under their management and/or clients. Such transactions may have a negative effect on the value of the

underlying and consequently on the value of the Notes.

In addition, the Issuer's Agents and their respective subsidiaries or affiliates may from time-to-time act in other capacities with regard to the Collateral (such as in an agency capacity and/or as the calculation agent) and may issue other competing financial instruments in respect of the underlying and the introduction of such competing financial instruments may affect the value of the Notes. Such activities could be conducted in circumstances where the interests of holders of the Notes may be in conflict with the interests of the relevant Agents or those of any of their subsidiaries or affiliates and such transactions and activities may adversely affect the value of the Notes. The Issuer's Agents and their respective subsidiaries and affiliates owe no duty or responsibility to any holder of Notes (or any other party) to avoid such conflicts.

12. Additional Risks in case of Redemption or Settlement by Physical Delivery

Prospective investors should note that the relevant Pricing Supplement may provide that the Notes will be redeemed by physical delivery of a given amount of the Collateral and not by cash, except in special circumstances specified in the relevant Pricing Supplement. Hence by purchasing the Notes prospective investors are also making a potential investment decision with respect to the Collateral.

Prospective investors must be aware that upon physical delivery of any Collateral, should it occur, investors and their investment would no longer depend on the creditworthiness of the Issuer of the Notes but on the market value of the delivered Collateral or, to the extent the delivered Collateral comprise securities, the creditworthiness of the issuer of such securities. In such case, the investors will also be subject to the terms and conditions governing such securities instead of the Notes.

The value of the delivered Collateral might be significantly less than the capital invested by the investor and may, in extreme cases, even be zero. If the delivered Collateral is denominated in a currency other than the Specified Currency of the Notes, Noteholders are exposed to the risk of exchange rate fluctuations. Such a risk exists in addition to the risk of a fall in value of the delivered Collateral. In addition, the delivered Collateral may not be liquid at all or only to a limited extent. The liquidity of the delivered Collateral will typically change in accordance with fluctuations of the underlying market, the conditions of the relevant economy, national and international political developments, the development in any particular industry and the creditworthiness of the relevant issuer (if any).

Further, the underlying Collateral may be subject to selling or transfer restrictions or may be considered to be illiquid.

Under the relevant Pricing Supplement, the investor may be required to bear all costs, fees, expenses and taxes associated with the delivery of the Pricing Supplement.

Furthermore, delivery of the relevant Collateral may be impossible or delayed due to various circumstances including the occurrence of a settlement disruption event. Such settlement disruption event may have the consequence, if provided for in the Pricing Supplement, that the delivery of the specified Pricing Supplement may be replaced by payment of the cash amount as specified in the Pricing Supplement or by other deliverable assets specified in the Pricing Supplement.

These risk warnings do not substitute advice by the investor's bank or by legal, business or tax advisers, which should in any event be obtained in order to be able to assess the consequences of an investment in the Notes. Investment decisions should not be made solely on the basis of the risk warnings set out in these Admission Particulars since such information cannot serve as a substitute for individual advice and information which is tailored to the requirements, objectives, experience, knowledge and circumstances of the investor concerned.

GLOSSARY OF KEY DEFINED TERMS

Certain key terms which are used in these Admission Particulars are defined below. Other terms are defined in the Master Schedule of Definitions, which is incorporated by reference in these Admission Particulars.

SONIA	means the Sterling Overnight Index Average Rate, published by the ICE Benchmark Association;
UK	Means the United Kingdom of Great Britain and Northern Ireland.

DIRECTORS AND SENIOR MANAGEMENT OF THE ISSUER

BOARD OF DIRECTORS OF THE ISSUER

The Board of Directors of the Issuer determines the strategy of the Issuer.

The current directors and secretary of Newpoint Surety Asset Finance Ltd. are set out below.

Directors

The Directors of the Issuer are:

Vanessa Blanchet
Cheryl Anne Heslop

The business address of the directors listed above is 3rd Floor, 44 Esplanade, St Helier, Jersey JE4 9WG.

Company Secretary

Newpoint Surety Asset Finance Ltd.'s company secretary is Ogier Global Secretary (Jersey) Limited.

DESCRIPTION OF THE ISSUER

THE ISSUER

The Issuer was incorporated and registered in Jersey on 21 March 2022 (with registered number 141787) as a private company of unlimited duration and with limited liability under the Companies (Jersey) Law 1991. The registered office of the Issuer is 3rd Floor, 44 Esplanade, St Helier, Jersey, JE4 9WG and its telephone number is +44 1534 514000. The Issuer carries out all its business through a fixed place of business at 3rd Floor, 44 Esplanade, St Helier, Jersey, JE4 9WG.

The issued share capital of the Issuer consists of 10 Class A Common shares of €1 par value and there is only a single class of shares in issue, namely Class A Common shares without any preferential rights. The entire issued share capital of the Issuer is held by Ogier Global Charitable Trustee (Jersey) Limited as trustee for Newpoint Surety Asset Finance (Jersey) Trust on trust for charity and charitable purposes. There is no connection between Newpoint Surety Asset Finance (Jersey) Trust and NFG. Since the date of incorporation, no options to acquire shares have been issued or authorised. Since its incorporation up to the date of these Admission Particulars, the Issuer has not paid any dividends.

As at the date of these Admission Particulars, the Issuer is operating in accordance with its memorandum and articles of association and is in compliance with all relevant laws in force at the date of these Admission Particulars in Jersey, Channel Islands. The directors of the Issuer support high standards of corporate governance and have particular regard for the UK Corporate Governance Code issued by the Financial Reporting Council.

As at the date hereof, the only operations being conducted by the Issuer is the preparation of these Admission Particulars and preparing and finalising the related documentation referred to herein.

Newpoint Surety Asset Finance Ltd.'s LEI number is 2138006BUENZUPM12S04.

Principal Activities

The Issuer is a special purpose financing entity with no business operations other than raising external funding through the issuance of the Notes and other debt finance and acquiring securities and other similar investments that will act as Collateral for the Notes. The use of proceeds for each series will be used: (1) to acquire the NMS Notes from NFG that will be used as the Collateral for the Notes in consideration for issuing Notes to NFG (as set out in pages 4 and 5 above, in the Pricing Supplement and/or as may be set out in more detail in the Pricing Supplement); and (2) for general corporate purposes.

The Issuer has no Subsidiaries. The Issuer has no employees.

The Issuer has not engaged, since its incorporation, and does not expect to engage, in any activities other than those incidental to (i) the authorisation and issue of the Notes; (ii) the ownership of such interests and other assets referred to herein; (iii) the other matters contemplated in these Admission Particulars; (iv) the authorisation and execution of the other documents referred to in these Admission Particulars to which it is or will be a party; and (v) other matters which are incidental or ancillary to those activities.

Save as disclosed in these Admission Particulars, the Issuer has no loan capital, borrowings or material contingent liabilities (including guarantees) as at the date of these Admission Particulars.

Directors and Company Secretary

The directors of the Issuer and their respective principal activities are set out below. The business address of each of the directors listed below is 3rd Floor, 44 Esplanade, St Helier, Jersey JE4 9WG.

<u>Name</u>	<u>Principal Activities</u>
Vanessa Blanchet	Director
Cheryl Anne Heslop	Director

Vanessa Blanchet

Vanessa Blanchet is a director within Ogier Global in Jersey. Vanessa has more than 16 years' experience in the offshore finance sector, working with a broad range of clients with a particular focus on the establishment and ongoing administration of complex corporate structures. Vanessa acts as a director to client entities and has experience working with a range of corporate entities in various business sectors such as real estate, Shari'ah compliant structuring, banking and finance transactions.

Cheryl Anne Heslop

Cheryl is an associate director within Ogier Global, with more than 20 years of experience working in the offshore finance sector and specialises in structured finance, particularly debt issuing SPVs including CMBS, RMBS, repacks, CLOs and various other asset backed structures. Cheryl has been acting as a director on such client boards for over 10 years. During her time in the industry Cheryl has also gained experience in providing agency roles within structured finance, as well as working with various stock exchanges including The International Stock Exchange (TISE) and the London Stock Exchange.

Ogier Global Secretary (Jersey) Limited, whose business address is 3rd Floor, 44 Esplanade, St Helier, Jersey JE4 9WG, is the company secretary of the Issuer.

Issuer Corporate Administration Agreements

Pursuant to the terms of a corporate administration agreement dated as of the closing date (the "**Corporate Administration Agreement**"), Ogier Global (Jersey) Limited ("**Jersey Corporate Administrator**") provides certain corporate services to the Issuer. The services provided under the Corporate Administration Agreement is in consideration for the payment by the Issuer of an annual fee to be determined from time to time.

Pursuant to the terms of the Corporate Administration Agreement, the appointment of the Jersey Corporate Administrator shall terminate either: (i) upon the expiration of three months' notice in writing given by the Jersey Corporate Administrator to the Issuer or by the Issuer to the Jersey Corporate Administrator; or (ii) immediately upon written notice if either party is in material breach of the terms of the Corporate Administration Agreement; or (iii) automatically with immediate effect if the Jersey Corporate Administrator: (X) ceases to hold any required regulatory consent or approval; or (Y) is insolvent or liable to be declared en desastre or has committed any act or omission indicative of insolvency. The Jersey Corporate Administrator may also terminate the provision of its services immediately upon written notice to the Issuer if: (i) the Issuer is insolvent or subject to a winding up procedure; (ii) there has been any change in ownership of the Issuer and no new written engagement has been put in place; (iii) the Issuer (or any of its officers or employees) has been charged with any criminal offence involving dishonesty or has been the subject of any criminal, judiciary or regulatory investigation; (iv) there has been a failure by the Issuer to supply the required customer due diligence material or if such information is deemed to be deliberately or recklessly false or misleading; (v) any activities of the Issuer are no longer consistent with the activities contemplated in any written engagement; or (vi) any fees, taxes and disbursements invoiced by the Jersey Corporate Administrator have remained outstanding and unpaid for more than 60 days after the invoice date.

The Corporate Administration Agreement is governed by Jersey law.

USE OF PROCEEDS

The net proceeds of the issuance of the Notes will be used by the Issuer to: (1) to acquire the NMS Notes from NFG that will be used as the Collateral for the Notes (as set out in pages 4 and 5 above and as set out in either the Pricing Supplement); and (2) for general corporate purposes. The Notes acquired by NFG will be used for insurance solvency capital purposes.

SUMMARY OF THE PROGRAMME DOCUMENTS

The following is a description of the principal Programme Documents.

The Master Schedule of Definitions, the Principal Trust Deed, the Account Services Agreement, the Custody Agreement, the Agency Agreement, the Dealer Agreement, the Hedging Agreement, the Programme Administration Agreement and the Security Documents are incorporated by reference in these Admission Particulars and may be viewed on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

Capitalised terms used but not defined in this section are defined in the Master Schedule of Definitions. Capitalised terms used herein that are defined both herein and in the Master Schedule of Definitions, shall use the definitions herein.

DOCUMENTS INCORPORATED BY REFERENCE

This section contains summaries of the following documents, which are incorporated by reference in these Admission Particulars:

- (i) Principal Trust Deed;
- (ii) Account Services Agreement;
- (iii) Custody Agreement;
- (iv) Agency Agreement;
- (v) Dealer Agreement;
- (vi) The Hedging Agreement;
- (vii) Programme Administration Agreement; and
- (viii) Security Documents.

These summaries are brief and only touch on the main provisions of the documents listed above in very general terms. Consequently, investors are strongly recommended to obtain copies of the documents themselves. Recipients of these Admission Particulars should visit the website listed above in order to download and read copies of the documents incorporated by reference. In addition to the documents listed above, the Master Schedule of Definitions is also incorporated by reference.

(i) PRINCIPAL TRUST DEED AND SUPPLEMENTAL TRUST DEEDS

The Issuer, the Note Trustee and the Security Trustee have entered into a principal trust deed with regard to the Notes (the “**Principal Trust Deed**”) and will enter from time to time into a supplemental trust deed (a “**Supplemental Trust Deed**”) with regard to any Series of Notes; pursuant to which the Notes are constituted. The Principal Trust Deed includes the form of the Notes and both the Principal Trust Deed and any Supplemental Trust Deed will contain a covenant from the Issuer to the Note Trustee to pay all amounts due under the Notes. The Note Trustee holds the benefit of that covenant on trust for itself and the Noteholders in accordance with their respective interests. The Principal Trust Deed and any Supplemental Trust Deed will contain a number of covenants given by the Issuer including it being obliged to use its reasonable endeavours to maintain a listing for listed Notes while they remain outstanding.

Noteholders Voting Mechanics

For a description of Noteholder voting mechanics in other circumstances, see “*The Notes – Terms and Conditions of the Notes – Condition 14 (Meetings of Noteholders, Modification, Waiver, Authorisation and Substitution)*”.

The Principal Trust Deed and each Supplemental Trust Deed will be governed by English law.

(ii) ACCOUNT SERVICES AGREEMENT

The Issuer and the Account Provider have entered into the Account Services Agreement (the “**Account Services Agreement**”) pursuant to which the Account Provider will establish accounts for the Issuer and make payments as directed by the Issuer or its agents with regard to the Programme.

The Account Services Agreement is governed by English law.

(iii) CUSTODY AGREEMENT

The Issuer, the Dealer and the Custodian have entered into the Custody Agreement (the “**Custody Agreement**”) pursuant to which the Custodian will hold the Collateral on behalf of the Noteholders.

The Custody Agreement is governed by English law.

(iv) AGENCY AGREEMENT

The Issuer, the Paying Agents, the Account Provider, the Note Trustee, the Calculation Agent and the Registrar have entered into the Agency Agreement (the “**Agency Agreement**”) pursuant to which the Issuer has appointed the Paying Agents, the Registrar, the Transfer Agent and the Calculation Agent to carry out certain services under the Programme, including inter alia, authorising the Paying Agents to apply sums received by the Issuer under the Notes and the Note Collateral in accordance with the Pricing Supplement of the Notes, the Principal Trust Deed, the Custody Agreement, the Account Services Agreement and the Security Documents.

In relation to the Notes or any Series of Notes, “**Agents**” means each of the Paying Agent and Issuing Agent and any other paying agent, the Account Provider, the Registrar, the Transfer Agent, the Programme Administrator, the Calculation Agent and the Hedging Agent and “**Agent**” shall mean any one of the foregoing.

The Agency Agreement is governed by English law.

(v) DEALER AGREEMENT

The Issuer and the Dealer and any other dealer appointed from time to time (the “**Dealers**”) have entered into the Dealer Agreement to issue Notes from time to time (See “**Subscription and Sale**”).

The Dealer Agreement is governed by English law.

(vi) HEDGING AGREEMENT

The Issuer and the Hedging Agent have entered into the Hedging Agreement (the “**Hedging Administration Agreement**”) pursuant to which the Hedging Agent shall advise the Issuer in relation to proposing and arranging for the entering into transactions as may be required to (i) hedge the Issuer against any interest rate risk or currency exchange rate risk, including but not limited to any risk that any monies payable to the Issuer from the Collateral may be insufficient or not made in a timely manner in order to make complete and timely payments of interest on any Notes (prior to any Event of Default); and (ii) cover certain fees and expenses of the Issuer incurred under the Programme Documents prior to any Event of Default, as agreed between the Issuer and the Hedging Agent from time to time.

In the event the Issuer does not receive sufficient funds from the Collateral (such insufficiency not being due to a payment default on the Collateral) to: (i) pay interest on any Notes, when due; and (ii) to pay certain fees and expenses of the Issuer in relation to the Programme; as a result of the Hedging Agent’s failure to perform its obligations pursuant to the Hedging Agreement, the Hedging Agent has agreed pursuant to the Hedging Agreement, to indemnify the Issuer accordingly.

The Hedging Agent is 100% owned by NFG. NFG was incorporated on 2 December 2021 with its registered address at Rue du Mont-Blanc 4, 1201, Geneva, Switzerland. NFG is an investment holding company that invests in NFG’s various operating subsidiaries that operate mainly in the insurance and reinsurance sectors, as well as providing solvency capital to various financial institutions. The audited financial statements for NFG for the year ending 31 December 2022 reflect total assets of U.S \$2,592,485,000.

(vii) PROGRAMME ADMINISTRATION AGREEMENT

The Issuer, the Dealer and the Programme Administrator have entered into the Programme Administration Agreement (the “**Programme Administration Agreement**”) pursuant to which the Programme Administrator and the Dealer shall advise the Issuer in relation to the administration of the Programme from time to time, including performing certain functions related to the issuance, management and repayment of each Series or Tranche of Notes.

The Dealer’s significant business activities include holding shares in Swiss and foreign companies. It may also carry out, on its own behalf or on behalf of third parties, all financial, commercial, movable or immovable transactions relating directly or indirectly to its corporate purpose and take an interest, in all forms, in all similar businesses, in particular by taking stakes in particular companies.

The Programme Administrator’s significant business activities include advising arrangers, issuers, dealers, investors and rating agencies with regard to various matters pertaining to structured finance and securitisation.

The Programme Administration Agreement is governed by English law.

(viii) SECURITY DOCUMENTS

The Issuer and the Security Trustee will enter into the security assignment (the “**Security Assignment**”) pursuant to which the Issuer assigns to the Security Trustee on behalf of the Noteholders, absolutely all of its rights, title and interest in and to the Collateral not otherwise secured from time to time pursuant to any Supplemental Security Assignment (defined below).

The Issuer will, in respect of each Series of Notes, enter into a Supplemental Security Assignment (each a “**Supplemental Security Assignment**”, collectively with the Security Assignment Agreement, the “**Security Documents**”) with the Security Trustee under which the Issuer will assign to the Security Trustee on behalf of the Noteholders, absolutely all of its rights, title and interest in and to the Series Specific Collateral (as defined therein).

Pursuant to the Security Assignment Agreement, the priority of payments with regard to the Notes will be as follows:

(A) Order of application of proceeds prior to enforcement of Security

All monies received by the Note Trustee or a Delegate pursuant to the Principal Trust Deed or Supplemental Trust Deed prior to the security constituted by the Security Assignment or any Supplemental Security Assignment has become enforceable, shall be held by the Note Trustee or a Delegate in a segregated account and shall be applied in the following order of priority:

- (a) first, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (b) second, in payment of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities incurred by the Note Trustee or the Security Trustee (including, but not limited to, all amounts payable to the Note Trustee and the Security Trustee under the Trust Deed) or any agent or representative appointed by the Note Trustee or the Security Trustee pursuant to the Security Assignment, Supplemental Security Assignment, the Trust Deed or Supplemental Trust Deed, as applicable, in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (c) third, in payment, on a pro rata and pari passu basis, of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities of the Issuer owing to the Paying Agents under the Agency Agreement and the Account Provider under the Account Services Agreement and to the other Agents, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;

- (d) fourth, in payment, on a pro rata and pari passu basis, of any other unpaid fees and expenses of the Issuer insofar as they relate to such Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (e) fifth, in payment, on a pro rata and pari passu basis, to the Noteholders of such Series of any interest due and payable in respect of such Series of Notes;
- (f) sixth, in payment, on a pro rata and pari passu basis, to the Noteholders of such Series of any principal due and payable in respect of such Series of Notes; and
- (g) seventh, in payment of the surplus (if any) to the Issuer.

(B) Order of application of proceeds following enforcement of Security

Subject to applicable law, all monies received by the Security Trustee, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable (other than sums received pursuant to the Secured Assets), shall be held by the Security Trustee, a Receiver or a Delegate in a segregated account and shall be applied in the following order of priority:

- (a) first, in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed and any unpaid fees, costs, charges, expenses, indemnity payments and liabilities incurred by the Note Trustee (including, but not limited to, all amounts payable to the Note Trustee under the Trust Deed) or any agent or representative appointed by the Note Trustee pursuant to the Trust Deed (including, for the avoidance of doubt, any Receiver), in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (b) second, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes;
- (c) third, in payment, on a pro rata and pari passu basis, of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities of the Issuer owing to the Paying Agents under the Agency Agreement and the Account Provider under the Account Services Agreement and to the other Agents, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (d) fourth, in payment, on a pro rata and pari passu basis, to the Noteholders of any amounts due and payable in respect of such Notes; and
- (e) fifth, in payment of the surplus (if any) to the Issuer.

THE COLLATERAL

In order to achieve the Issuer's objectives as set out above, prior to issuing any Notes hereunder, the Issuer will enter into a receivables purchase agreement (the "**Receivables Purchase Agreement**", and as described below) with NFG pursuant to which the Issuer will purchase the collateral (the "**Collateral**") from NFG that will be used to secure the Notes.

The Collateral that will be purchased by the Issuer from NFG is described as follows:

- NFG will purchase limited recourse senior collateralized demand promissory notes ("**NMS Notes**") from NMS Special Opportunity Fund LP (a Delaware Limited Partnership, with registration number SR 20171248442) ("**NMS**") pursuant to a note issuance agreement (the "**NMS Note Issuance Agreement**", and as described below).

- The NMS Notes will be secured by an irrevocable pledge of the principal balance only of the United States Treasuries (the "**U.S. Treasuries**") issued by the Government of the United States America pursuant to a collateral pledge and security agreement (the "**Collateral Pledge and Security Agreement**", and as described below);
 - The NMS Notes and the U.S. Treasuries are created under New York law and are in book-entry form. NMS are responsible for keeping the records of the NMS Notes;
 - All NMS Notes are issued on a *pari-passu* basis;
 - The NMS Notes are freely transferable;
 - NMS has no other assets other than the U.S. Treasuries and as a result, the NMS Notes are limited recourse obligations of NMS;
 - The Notes will have a maximum interest component of up to four percent (4%) per annum;
 - The face value of the NMS Notes securing payment of the Notes will be U.S. \$2,700,000,000, which will secure both the principal and any interest on the Initial Note Issuance. If the size of the Programme is increased above U.S. \$ 1,500,000,000, the amount of Collateral will increase proportionately in order to ensure that the principal and interest on any additional Notes issued, are secured on a 1:1 basis;
 - The principal balance of the U.S Treasuries that secure the NMS Notes will be U.S. \$2,700,000,000 (the "**Initial Collateral**") which secured the face amount of the Initial Note Issuance. Any interest on the Notes is expected to be paid pursuant to the Hedging Agreement and as described under "Hedging Agreement" herein;
 - The Initial Collateral that secures the payment of principal and interest on the Initial Note Issuance has the following characteristics:
 - (i) NMS Notes relating to the Initial Note Issuance:
 - (a) Face Value: U.S. \$2,700,000,000;
 - (b) Maturity: 15 February 2043;
 - (c) Redemption Provisions: Redeemable on demand by the noteholder at 100% of the nominal amount of the NMS Notes with no early redemption costs to be deducted;
 - (d) CUSIP: [629292 AB9 I];
 - (e) ISIN: [US629292AB9 I]; and
 - (f) BB Number: [PPEG2ZCJ5];

- (ii) U.S. Treasuries relating to the NMS Notes for the Initial Note Issuance:
 - (a) Face Value: U.S. \$2,700,000,000;
 - (b) Maturity: 15 February 2043;
 - (c) Redemption Provisions: Redeemable on demand by the noteholder at 100% of the nominal amount of the NMS Notes with no early redemption costs to be deducted;
 - (d) CUSIP: [912810QZ4]; and
 - (e) ISIN: [US912810AZ49];
- The interest component on the U.S. Treasuries does not form part of the collateral for the NMS Notes; and
- The Pricing Supplement will provide any additional details of the Collateral.

The Collateral (which includes the NMS Notes and the collateral backing the NMS Notes, being the U.S. Treasuries) backing the Notes has characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Notes.

The Receivables Purchase Agreement

The Issuer will enter into a Receivables Purchase Agreement with NFG, pursuant to which NFG will sell the Collateral and assign all related rights thereto to the Issuer which will secure the Notes. The Receivables Purchase Agreement is governed by New York law.

In consideration for the Issuer purchasing U.S. \$2,700,000,000 principal amount (the “**Collateral Value**”) of NMS Notes, the Issuer will, at its option, either: (1) pay to NFG, in consideration for the Collateral, the principal amount of the Collateral of U.S. \$2,700,000,000; or (2) transfer to NFG, Notes that have a principal balance of U.S. \$1,500,000,000 with a coupon price of no more than four percent (4%) per annum (with such specific interest rates as set out in the Pricing Supplement) such that the principal of the Notes plus interest payable on the Notes is no more than the Collateral Value.

The Issuer may obtain the Collateral Value to pay NFG by selling the Notes to any prospective investors in accordance with the terms and conditions set out herein.

The NMS Note Issuance Agreement

NFG and NMS have entered into the NMS Note Issuance Agreement pursuant to which NFG has purchased limited recourse senior collateralized demand promissory notes (the “**NMS Notes**”, as described above).

Pursuant to the terms of the NMS Note Issuance Agreement and the terms of the NMS Notes, the NMS Notes are callable at anytime by the noteholder. The NMS Note Issuance Agreement is governed by New York law.

The Collateral Pledge and Security Agreement

NFG and NMS have entered into the Collateral Pledge and Security Agreement pursuant to which NMS has provided to the holder of the NMS Notes, an irrevocable pledge over the principal balance of the United States Treasuries (the “**U.S. Treasuries**”, as described above).

Pursuant to the terms of the Collateral Pledge and Security Agreement, NMS pledges, assigns and grants to the secured party and thereby creates a continuing lien and perfected security interest in favour of the secured party in and to all of NMS’s right, title and interest in and to the U.S. Treasuries. Pursuant to the terms of the Collateral Pledge and Security Agreement, the secured party may file a UCC-1 financing statement with respect to the U.S. Treasuries with the Secretary of State of New York and the Secretary of State of the State of California, pursuant to the Uniform Commercial Code.

Pursuant to the terms of the Collateral Pledge and Security Agreement, the secured party may exercise the security over the U.S. Treasuries on the following events: (1) the failure of NMS to pay any sum due under the NMS Note when due, whether by demand or otherwise, and such sum remains unpaid for ten (10) Business Days after the due date; (2) any representation made to the holder of the NMS Note having been false or misleading in any material respect when made; or (3) the failure of NMS to perform or observe any of its covenants, liabilities, and/or obligations under the Collateral Pledge and Security Agreement or the NMS Note.

The Collateral Pledge and Security Agreement is governed by New York law.

NMS Special Opportunity Fund LP

NMS is special purpose investment vehicle that was formed in 2017 to identify and engage in structured finance opportunities where it can leverage its own assets through the exercise of securitisation activities and execution of debt facilities, equity investments or structuring of asset backed instruments. The investment focus is industry agnostic and does not have set parameters on minimum transaction size. To date, it has executed more than U.S. \$2,700,000,000 in transactions in the United States of America, Asia and Europe. NMS's registered address is 16192 Coastal Highway, Lewes, Delaware 19956³. NMS carries out all its business through a fixed place of business at 9595 Wilshire Boulevard, Suite 900, Beverly Hills, California 90212. NMS's LEI number is 54930016RX0WKMD3HI09. We have obtained all information regarding NMS from publicly available information. The information provided has been accurately reproduced from publicly available information and that, as far as the Issuer is aware, and able to ascertain from such public information, no facts have been omitted which would render the reproduction of such information misleading. NMS, as issuer of the NMS Notes, is not a participating party in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein.

The Government of the United States of America

U.S. Treasuries are government bonds issued by the Treasury Department through the Bureau of Public Debt. They are the debt financing instruments of the U.S. Federal Government and are often referred to simply as treasuries. There are four types of treasury securities: treasury bills, treasury notes, treasury bonds, and savings bonds. Since treasuries have a very low default risk, they have lower yields than other debt securities. U.S. Treasuries are backed by the full faith and credit of the government of the United States. We have obtained all information regarding treasury bonds contained in these Admission Particulars from publicly available information.

The Treasury Department

The Treasury Department is responsible for the nation's debt management, cash production, disbursement of social security benefit payments, tax collection, and federal agency financing. The Treasury Department is the policy advisor to the President of the United States, formulating and recommending domestic and international financial, economic, and tax policies. In 2022, the Treasury Department identified 5 main goals: 1. Promote equitable economic growth and recovery; 2. Enhance national security; 3. Protect financial stability and resilience; and 4. Combat climate change; and 5. Modernize treasury operations.

Financial Overview

"The USA's financial performance as of and for the fiscal year ended September 30, 2022, reflects several major trends. Most significantly, it continues to oversee and implement economic relief and recovery programs, authorized through the American Rescue Plan Act of 2021 (ARP), Consolidated Appropriations Act, 2021 (CAA), and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) enacted in 2020. During FY 2022 and FY 2021, pursuant to these three legislations, we had distributed over \$214 billion and \$900 billion, respectively, to individuals, state, territorial, local, and tribal governments, and certain businesses to accelerate The USA's economic recovery (refer to Note 10 of the Consolidated Financial Statements).

The outstanding federal debt, including interest, rose by \$2.5 trillion, to \$31.0 trillion, to finance the U.S. government's operations that included support of the economic relief and recovery efforts.

³ Public information taken from <https://nmcapital.com/structured-equity-group/>

Additionally, the USA's "Total Net Cost of Treasury Operations and Non-Entity Costs" for FY 2022 increased by \$312.8 billion in fiscal year 2022 primarily stemming from non-entity activity, including \$147.6 billion of higher federal debt interest costs, corresponding to the increase in federal debt as mentioned above, along with a \$109.1 billion decrease in revenue from investments in two Government-Sponsored Enterprises (GSEs) – the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac).

Total Assets

Total Assets of \$34.8 trillion at September 30, 2022 consist of a receivable due from the General Fund of the U.S. government (General Fund) of \$31.1 trillion, intra-governmental loans and interest receivable of \$1.6 trillion, and fund balance and various other assets totalling \$2.1 trillion.

The \$2.3 trillion (or 6.9 percent) increase in total assets at the end of FY 2022 over the prior year is primarily due to a \$2.3 trillion increase in receivable, "Due from the General Fund," which corresponds to a \$2.5 trillion increase in federal debt and interest payable. The "Due from the General Fund" asset represents future funds required from the General Fund to pay borrowings from the public and other federal agencies.

Intra-governmental "Loans and Interest Receivable" represent loans issued primarily by the Fiscal Service to other federal agencies for their own use or for the agencies to loan to private sector borrowers whose loans are guaranteed by the federal agencies. This receivable decreased by \$182.5 billion (or 10.2 percent) during 2022 due to lower borrowings from the Department of the Education, partially offset by increased borrowings by various federal agencies—such as Small Business Administration and Department of Housing and Urban Development—to fund their programs.

Other assets primarily include "Fund Balance," "Cash, Foreign Currency, and Other Monetary Assets," "Taxes Interest, and Other Receivables, Net," "Advances and Prepayments", and "Investments in Government Sponsored Enterprises." Other assets totalling \$2.1 trillion increased by \$183.9 billion or (9.3 percent), largely reflecting a \$405.0 billion increase in "Cash, Foreign Currency, and Other Monetary Assets," offset by decreases in "Fund Balance," "Taxes, Interest, and Other Receivables, Net," "Advances to Trust Funds," and "Advances and Prepayments". Cash, foreign currency, and other monetary assets represent, among other things, operating cash balances (held on behalf of the U.S. government) from federal debt, tax collections, and other receipts. The \$418.7 billion increase in operating cash is largely due to the 2021 debt ceiling constraints, which forced us to maintain a significantly lower operating cash balance during FY 2021. When the debt ceiling was increased in December 2021, we were able to bring the operating cash balance back to its 1-week prudent policy level (refer to Note 5 to the Consolidated Financial Statements entitled "Cash, Foreign Currency, and Other Monetary Assets").

The \$71.9 billion decrease in "Fund Balance" reflects additional disbursements made in FY 2022 in support of COVID-19 financial assistance programs.

The "Taxes, Interest, and Other Receivables, Net", primarily comprised of federal taxes receivable, decreased by \$66.6 billion principally due to FY 2021 payments on the employer portion of the Federal Insurance Contributions Act (FICA) Social Security taxes owed to us, which had been deferred for two-years pursuant to the CARES Act (refer to Note 8 to the Consolidated Financial Statements entitled Taxes, Interest, and Other Receivables, Net).

Other assets also reflect decreases of \$44.1 billion in "Advances to Trust Funds" and \$30.9 billion in "Advances and Prepayments," respectively. The decrease in Advances to Trust Funds is a result of states and the Department of Health and Human Services repaying their outstanding borrowings from the Unemployment Trust Fund and Federal Supplementary Medical Insurance Trust Fund, respectively, to the General Fund (refer to Note 3 within the Consolidated Financial Statements). The decrease in "Advances and Prepayments" represents additional liquidation of advances paid to state, local, territorial, and Tribal governments pursuant to the COVID-19 related legislations enacted during FY 2021 and FY 2020 (refer to Note 10 within the Consolidated Financial Statements).

Total Liabilities

Total Liabilities of \$34.0 trillion at September 30, 2022 principally consist of the federal debt held by the public, including interest, of \$24.3 trillion (Figure 3), which was mainly issued as Treasury Notes, Bonds, and Bills. Liabilities also include intra-governmental liabilities totalling \$9.5 trillion (of which \$6.7 trillion represent

principal and interest of federal debt in the form of Treasury securities held by other federal agencies), and various other liabilities totalling \$189.9 billion. Federal debt, including interest, held by the public and other federal agencies together totalled \$31.0 trillion at the end of FY 2022, an increase of \$2.5 trillion over the prior year. This increase in the federal debt accounts for the \$2.4 billion (or 7.4 percent) increase in total liabilities over the prior year. Federal debt is needed to finance the U.S. government's operations, including continued financial support of the COVID-19 recovery efforts.

Total Net Position

Total Net Position of \$855.8 billion at September 30, 2022 represents the combined total of cumulative results of operations and unexpended appropriations at the end of the fiscal year. The \$109.1 billion decrease in the net position at the end of FY 2022 was principally attributable to a \$322.0 billion decrease in appropriations received in FY 2022 as the prior year included appropriations received pursuant to CAA and ARP in connection with implementing pandemic relief programs. This decrease was partially offset by an increase in appropriations used primarily in connection with financing the interest charges on the public debt and disbursements under the pandemic relief program.”⁴

Joint Statement on Budget Results for Fiscal Year 2023

The Department of the Treasury, Fiscal Year 2023 (“FY2023”) Agency Financial Report (including Fiscal Year Audited Financial Statements and KPMG Auditor’s Report) has not been released as the current fiscal year ended as at September 30 2023. However, on 20 October 2023, the U.S. Secretary of the Treasury Janet L. Yellen and Office of the Management and Budget Director, Shalanda D. Young released a statement regarding the budget results for the FY2023. Some of the key comments regarding the budget results for the FY2023 set out in the 20 October 2023 statement include:

- The deficit remains over \$1 trillion lower than when President Biden took office thanks in large part to a strong economic recovery facilitated by a historic vaccination program that allowed the responsible wind-down of emergency measures.
- Bi-partisan legislation is expected to reduce deficits by another \$1 trillion over the next 10 years.
- Revenues in 2023 fell to 16.5% of gross domestic product.
- Falling revenues are a significant contributor to the 2023 deficit.
- Non-interest spending did not meaningfully contribute to the increase in the deficit as a share of gross domestic product.
- Previous expectations that the United States would fall into a recession over the course of 2023 have not borne out.
- The deficit for FY2023 was \$1.7 trillion, \$320 billion higher than the Fiscal Year 2022 (“FY2022”). As a percentage of gross domestic product, the deficit was 6.3%, an increase from 5.4% in FY2022.
- The FY2023 deficit was \$31 billion lower than the baseline estimate of \$1.73 trillion in the Fiscal Year 2024 budget published in March, and \$26 billion higher than the baseline estimate of \$1.67 trillion in the mid-session review, a supplemental update to the budget published in July.
- Government receipts totalled \$4.4 trillion in FY2023 (16.5% of gross domestic product), less than budget and mid-session review projections. Relative to FY2022, receipts decreased by \$457 billion, a sharp decrease of 9.3% which the Treasury attributes to lower individual income tax receipts as capital gains fell as well as there being lower deposits of earnings by the Federal Reserve due to higher interest rates.
- Total Federal borrowing from the public increased by \$2.0 trillion during FY2023 to \$26.2 trillion.

⁴ The Department of the Treasury, Fiscal Year 2022 Agency Financial Report including Fiscal Year Audited Financial Statements and KPMG Auditor’s Report.

- Total outlays were \$6,134.4 billion for FY2023, \$4.3 billion higher than the mid session review estimate.

Fitch Ratings Long-Term Foreign-Currency Issuer Default Rating of the United States of America

Fitch Ratings has downgraded the United States of America's Long-Term Foreign-Currency Issuer Default Rating (IDR) to “AA+” from “AAA”. A “Stable Outlook” was assigned by Fitch Ratings. The country ceiling has been affirmed at “AAA” by Fitch Ratings.

Ratings Downgrade

The rating downgrade of the United States reflects the expected fiscal deterioration over the next three years, a high and growing general government debt burden, and the erosion of governance relative to 'AA' and 'AAA' rated peers over the last two decades that has manifested in repeated debt limit standoffs and last-minute resolutions.

Erosion of Governance

In Fitch's view, there has been a steady deterioration in standards of governance over the last 20 years, including on fiscal and debt matters, notwithstanding the June bipartisan agreement to suspend the debt limit until January 2025. The repeated debt-limit political standoffs and last-minute resolutions have eroded confidence in fiscal management. In addition, the government lacks a medium-term fiscal framework, unlike most peers, and has a complex budgeting process. These factors, along with several economic shocks as well as tax cuts and new spending initiatives, have contributed to successive debt increases over the last decade. Additionally, there has been only limited progress in tackling medium-term challenges related to rising social security and medicare costs due to an aging population.

Rising General Government Deficits

We expect the general government (GG) deficit to rise to 6.3% of GDP in 2023, from 3.7% in 2022, reflecting cyclically weaker federal revenues, new spending initiatives and a higher interest burden. Additionally, state and local governments are expected to run an overall deficit of 0.6% of GDP this year after running a small surplus of 0.2% of GDP in 2022. Cuts to non-defense discretionary spending (15% of total federal spending) as agreed in the Fiscal Responsibility Act offer only a modest improvement to the medium-term fiscal outlook, with cumulative savings of USD1.5 trillion (3.9% of GDP) by 2033 according to the Congressional Budget Office. The near-term impact of the Act is estimated at USD70 billion (0.3% of GDP) in 2024 and USD112 billion (0.4% of GDP) in 2025. Fitch does not expect any further substantive fiscal consolidation measures ahead of the November 2024 elections.

Fitch forecasts a GG deficit of 6.6% of GDP in 2024 and a further widening to 6.9% of GDP in 2025. The larger deficits will be driven by weak 2024 GDP growth, a higher interest burden and wider state and local government deficits of 1.2% of GDP in 2024-2025 (in line with the historical 20-year average). The interest-to-revenue ratio is expected to reach 10% by 2025 (compared to 2.8% for the “AA” median and 1% for the “AAA” median) due to the higher debt level as well as sustained higher interest rates compared with pre-pandemic levels.

General Government Debt to Rise

Lower deficits and high nominal GDP growth reduced the debt-to-GDP ratio over the last two years from the pandemic high of 122.3% in 2020; however, at 112.9% this year it is still well above the pre-pandemic 2019 level of 100.1%. The GG debt-to-GDP ratio is projected to rise over the forecast period, reaching 118.4% by 2025. The debt ratio is over two-and-a-half times higher than the “AAA” median of 39.3% of GDP and 'AA' median of 44.7% of GDP. Fitch's longer-term projections forecast additional debt/GDP rises, increasing the vulnerability of the U.S. fiscal position to future economic shocks.

Medium-term Fiscal Challenges Unaddressed

Over the next decade, higher interest rates and the rising debt stock will increase the interest service burden, while an aging population and rising healthcare costs will raise spending on the elderly absent fiscal policy reforms. The CBO projects that interest costs will double by 2033 to 3.6% of GDP. The CBO also estimates a rise in mandatory spending on Medicare and social security by 1.5% of GDP over the same period. The CBO projects that the Social Security fund will be depleted by 2033 and the Hospital Insurance Trust Fund (used to pay for benefits under Medicare Part A) will be depleted by 2035 under current laws, posing additional challenges for the fiscal trajectory

unless timely corrective measures are implemented. Additionally, the 2017 tax cuts are set to expire in 2025, but there is likely to be political pressure to make these permanent as has been the case in the past, resulting in higher deficit projections.

Exceptional Strengths Support Ratings

Several structural strengths underpin the United States' ratings. These include its large, advanced, well-diversified and high-income economy, supported by a dynamic business environment. Critically, the U.S. dollar is the world's preeminent reserve currency, which gives the government extraordinary financing flexibility.

Economy to Slip into Recession

Tighter credit conditions, weakening business investment, and a slowdown in consumption will push the U.S. economy into a mild recession in 4Q23 and 1Q24, according to Fitch projections. The agency sees U.S. annual real GDP growth slowing to 1.2% this year from 2.1% in 2022 and overall growth of just 0.5% in 2024. Job vacancies remain higher and the labor participation rate is still lower (by 1 pp) than pre-pandemic levels, which could negatively affect medium-term potential growth.

Fed Tightening

The Fed raised interest rates by 25bp in March, May and July 2023. Fitch expects one further hike to 5.5% to 5.75% by September. The resilience of the economy and the labor market are complicating the Fed's goal of bringing inflation towards its 2% target. While headline inflation fell to 3% in June, core PCE inflation, the Fed's key price index, remained stubbornly high at 4.1% year over year. This will likely preclude cuts in the Federal Funds Rate until March 2024. Additionally, the Fed is continuing to reduce its holdings of mortgage backed-securities and U.S. Treasuries, which is further tightening financial conditions. Since January, these assets on the Fed balance sheet have fallen by over USD500 billion as of end-July 2023.

ESG - Governance

The U.S. has an ESG Relevance Score (RS) of '5' for Political Stability and Rights and '5[+]' for the Rule of Law, Institutional and Regulatory Quality and Control of Corruption. These scores reflect the high weight that the World Bank Governance Indicators (WBGi) have in Fitch's proprietary Sovereign Rating Model. The U.S. has a high WBGi ranking at 79, reflecting its well-established rights for participation in the political process, strong institutional capacity, effective rule of law and a low level of corruption.”⁵

Where not otherwise stated, we have obtained all information regarding treasury bonds contained in these Admission Particulars from publicly available information. The information provided has been accurately reproduced from publicly available information and that, as far as the Issuer is aware, and able to ascertain from such public information, no facts have been omitted which would render the reproduction of such information misleading.

The U.S. government, as issuer of the U.S. Treasuries, is not a participating party to the Programme and not directly involved in any way in this offering and has no obligation relating to the Notes or the Noteholders relating to the disclosure herein.

⁵ Fitch Ratings Commentary – “Fitch Downgrades the United States' Long-Term Ratings to 'AA+' from 'AAA'; Outlook Stable”, 01 August 2023.

THE NOTES – TERMS AND CONDITIONS

The following is the text of the terms and conditions which (subject to completion in accordance with the provisions of the relevant Pricing Supplement (as defined below) and, save for the italicised paragraphs) will be incorporated by reference into each Registered Certificate (as defined below) representing Notes in registered form. If such incorporation by reference is not so permitted and agreed, each Registered Certificate representing Notes in registered form will have endorsed thereon or attached thereto such text (as so completed). Further information with respect to each Tranche (as defined below) of Notes will be given in the relevant Pricing Supplement which will provide for those aspects of these Pricing Supplement which are applicable to such Tranche (as defined below) of Notes. References in the Pricing Supplement to “Notes” are as the context requires, references to the Notes of one Series only, not to all Notes which may be issued under the Programme.

The Notes (as defined in Condition 1(a) below) are constituted by a principal trust deed dated [●] (as amended or supplemented from time to time, the "**Principal Trust Deed**") by which the issuer and the trustee of the Notes, (respectively the "**Issuer**" and the "**Note Trustee**" which expression shall include all persons for the time being the trustee or trustees in respect of the Notes under the Trust Deed referred to below and shall mean, in relation to any Series of Notes, the persons identified in the relevant Supplemental Trust Deed as the trustee for that Series) and the security trustee (the "**Security Trustee**" which expression shall include all persons for the time being the security trustee or trustees in respect of the Notes under the Trust Deed referred to below) are bound, as supplemented in relation to the Notes by a supplemental trust deed (as amended or supplemented from time to time, the "**Supplemental Trust Deed**") dated the Issue Date (as defined in Condition 6(k) below), between the Issuer, the Note Trustee and the other parties named therein (the Principal Trust Deed and such Supplemental Trust Deed being referred to herein as the "**Trust Deed**").

The Notes will have the benefit (to the extent applicable) of an agency agreement dated [●] (as amended or supplemented from time to time, the "**Agency Agreement**") by which the Issuer, the Note Trustee, Paying and Issuing Agent, Calculation Agent and the Registrar are bound. The terms of appointment and the functions of the Paying and Issuing Agent, Calculation Agent and Registrar will be as set out in the Agency Agreement and/or the Supplemental Trust Deed.

The Issuer has also entered into a programme administration agreement on [●] (as amended or supplemented from time to time, the "**Programme Administration Agreement**") by which the Issuer, the dealer (the "**Dealer**", which expression shall mean, in relation to any Series of Notes, the person identified in the relevant Supplemental Trust Deed as the dealer for that series) and the programme administrator (the "**Programme Administrator**", which expression shall mean, in relation to any Series of Notes, the person identified in the relevant Supplemental Trust Deed as the programme administrator for that series) are bound.

The Notes will have the benefit of a security assignment dated [●] (as amended or supplemented from time to time, the "**Security Assignment**") and made between the Issuer, the Security Trustee and the other parties named therein, as supplemented in relation to any Series of Notes by a supplemental security assignment (as amended or supplemented from time to time, the "**Supplemental Security Assignment**") dated the Issue Date, between the Issuer, the Note Trustee and the other parties named therein.

The Issuer and the Hedging Agent have entered into the Hedging Agreement (the "**Hedging Agreement**") pursuant to which the Hedging Agent shall advise the Issuer in relation to proposing and arranging for the entering into transactions as may be required to (i) hedge the Issuer against any interest rate risk or currency exchange rate, including but not limited to any risk that any monies payable to the Issuer from the Collateral may be insufficient or not made in a timely manner in order to make complete and timely payments of interest on any Notes (prior to any Event of Default); and (ii) cover certain fees and expenses of the Issuer incurred under the Programme Documents prior to any Event of Default, as agreed between the Issuer and the Hedging Agent from time to time.

The Issuer has also entered into a custody agreement on [●] (as amended or supplemented from time to time, the "**Custody Agreement**") by which the custodian (the "**Custodian**", which expression includes any successor and any other custodian appointed in connection with any Notes) are bound.

The Issuer has also entered into an account services agreement on [●] (as amended or supplemented from time to time, the "**Account Services Agreement**") by which the Note Trustee and the Issuer and account provider (the "**Account Provider**", which expression includes any successor and any other account provider appointed in connection with any Notes) are bound. Pursuant to the Account Services Agreement, the Account Provider has agreed to open accounts for the Issuer.

For each Series of Notes issued under the Programme, the Pricing Supplement (the "**Pricing Supplement**") will be prepared which will contain the information required to complete these Admission Particulars for the relevant issue. The Pricing Supplement will be incorporated by reference or, as applicable, endorsed upon or attached to the Notes and will supplement these Pricing Supplement and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Pricing Supplement, replace or modify these Pricing Supplement for the purpose of such Notes.

Certain statements in the Pricing Supplement are summaries of the detailed provisions appearing on the face of the Notes (which expression shall include the body thereof), in any Pricing Supplement, the Trust Deed and/or any Supplementary Security Document (as defined in Condition 4(b) below), the Security Assignment and the Supplemental Security Assignment. Copies of the Trust Deed, the Security Assignment, the Supplemental Security Assignment, any Supplementary Security Document, the Pricing Supplement, the Agency Agreement, the Programme Administration Agreement and the Custody Agreement and the Account Services Agreement are available for inspection at the specified offices of the Registrar as provided for in any Pricing Supplement.

The Noteholders (as defined in Condition 1 below) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Security Assignment, the Supplemental Security Assignment, any Supplementary Security Document and any Pricing Supplement and to have notice of those provisions of the Agency Agreement, the Programme Administration Agreement and the Custody Agreement and the Account Services Agreement applicable to them.

In relation to the Notes, these Admission Particulars, the Dealer Agreement, the Principal Trust Deed, the Agency Agreement, the Custody Agreement, the Account Services Agreement, the Security Assignment, the Programme Administration Agreement, shall together be referred to as the "**Programme Documents**", and in relation to a Series of Notes, any Pricing Supplement, the relevant Supplemental Trust Deed, the relevant Supplemental Security Assignment, the relevant Related Agreement(s), any sub-custodian agreement or sub-custody agreement and account services agreement entered into in respect of such Series, the Notes of such Series, any Supplementary Security Document, any put option agreement and the final form of any other documents entered into by a party or produced in connection with such Series shall together be referred to as the "**Series Documents**".

Any reference in these conditions to a matter being "specified" means as the same may be specified in the Pricing Supplement.

Words and expressions defined in the Trust Deed, the Security Assignment, the Supplemental Security Assignment, the Agency Agreement, the Custody Agreement and Account Services Agreement or the master schedule of definitions, interpretation and construction clauses dated [●] (as amended and supplemented from time to time) (the "**Master Schedule of Definitions**") and signed for the purposes of identification by the Issuer and the Note Trustee or used in the Pricing Supplement shall have the same meaning where used in these Pricing Supplement unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement, the Custody Agreement and Account Services Agreement, the Master Schedule of Definitions, the Security Assignment, the Supplemental Security Assignment and the Trust Deed, the Trust Deed will prevail and, in the event of any inconsistency between the Agency Agreement, the Custody Agreement and Account Services Agreement, the Master Schedule of Definitions, the Trust Deed, the Security Assignment, the Supplemental Security Assignment and the Pricing Supplement, the Pricing Supplement will prevail.

1. Form, Denomination and Title

(a) Form and Denomination

The Notes of the Series of which this Note forms a part (in the Pricing Supplement, the "**Notes**") will be issued in registered form ("**Registered Notes**") without interest coupons attached in an Authorised Denomination. "**Authorised Denomination**" means the currency and denomination or denominations or such currency or currencies specified in the Pricing Supplement. References herein to "**Notes**" shall include Registered Notes as specified in the Pricing Supplement.

In the case of Zero Coupon Notes, references to interest (other than in relation to interest due after the Maturity Date or other date for redemption) in this Pricing Supplement are not applicable. "**Maturity Date**" means the date specified in the Pricing Supplement as the final date on which the principal amount of the Note is due and payable.

The Registered Notes will, upon issue, be represented by interests in a registered certificate (the "**Registered Certificate**") substantially in the form of the Third Schedule to the Principal Trust Deed, which will be registered in the name of, and deposited on or about the Issue Date with, an entity appointed to act as common depositary for and on behalf of CREST; or, in the case of a Tranche intended to be cleared through a clearing system other than CREST, as agreed between the Issuer and the relevant Dealer.

In this Pricing Supplement, the term "**Registered Note Certificate**" shall mean any Registered Certificate.

(b) *Title*

The Registrar on behalf of the Issuer shall maintain a record of uncertificated corporate securities (the "**Record**"), at the office of the Registrar, in relation to CREST registered Notes and each person who is for the time being shown in the Record shall be treated by the Issuer and the Agents as the Noteholder of the particular nominal amount or number of CREST Securities, as the case may be, for all purposes.

No provision of the Pricing Supplement shall apply or have effect to the extent that it is in any respect inconsistent with (i) the holding of title to CREST Notes in uncertificated form, (ii) the transfer of title to CREST Notes by means of a relevant system or (iii) the Uncertificated Regulations. Without prejudice to the generality of the preceding sentence, so long as the CREST Notes are participating securities, (A) the Record shall be maintained at all times in the United Kingdom, (B) the CREST Notes will be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Regulations and (C) the Pricing Supplement shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title for such CREST Notes.

As used in these General Conditions, each of "**Operator**", "**Operator register of corporate securities**", "**participating security**", "**record of uncertificated corporate securities**" and "**relevant system**" is as defined in the Uncertificated Regulations (and the relevant Operator is Euroclear UK & International Limited or any additional or alternative Operator from time to time and notified to the holders of CREST Notes).

(c) *Fungible Tranches of Notes comprising a Series*

A Series of Notes may comprise a number of Tranches (each a "**Tranche**"), which will be issued on identical terms save for their date of issue. Notes of different Tranches of the same Series will be fungible, except as set forth in the Pricing Supplement. If a further Tranche (a "**Further Tranche**") is issued in respect of a Series under which a Tranche or Tranches of Notes have already been issued (an "**Original Tranche**" or "**Original Tranches**"), the pool of assets (the "**Further Collateral**") relating to such Further Tranche will be aggregated with the collateral for the Original Tranche or Original Tranches, the collateral for the Original Tranche together with the Further Collateral will be available equally to meet the Issuer's liabilities in respect of the Original Tranche or Original Tranches and the Further Tranche and the Related Agreement for the Original Tranche or Original Tranches will be amended to apply to both the Original Tranche or Original Tranches and such Further Tranche.

(d) *Classes of Notes comprising a Series*

Notes of a Series may be issued in various classes (each a "**Class**") (as further specified in the Pricing Supplement) which classes will rank in priority of payment in the order specified in the Supplemental Trust Deed applicable to such Series of Notes and as described in the Pricing Supplement.

2. Transfers of Notes

(a) *Exchange of Registered Notes with bearer Notes*

Registered Notes may not be exchanged for Notes in bearer form.

(b) *Transfer of Registered Notes*

Subject as provided in this Condition 2, a Registered Note may be transferred upon the delivery of the relevant Registered Note Certificate for registration, together with the form of transfer endorsed on it duly completed and executed, to the specified office of the Registrar; provided, however, that a Registered Note may not be transferred unless the principal amount of Notes proposed to be transferred and the principal amount of the balance of Registered Notes proposed to be retained by the relevant transferor are Authorised Denominations. In the case of

a transfer of part only of a holding of Registered Notes represented by a Registered Note Certificate, a new Registered Note Certificate in respect of the balance not transferred will be issued to the transferor.

(c) *Delivery of new Note Registered Note Certificates*

Each new Registered Note Certificate to be issued upon transfer of Registered Notes will, within three business days (in the place of the specified office of the Registrar) of receipt of such form of transfer, be available for delivery at the specified office of the Registrar stipulated in the form of transfer, or be mailed at the risk of the Noteholder entitled to the Registered Note Certificate to such address as may be specified in such form of transfer. For these purposes, a form of transfer received by the Registrar after the Record Date (as defined below) in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar until the day following the due date for such payment.

(d) *Registration at the expense of Transferor Noteholder*

Registration of Notes on transfer will be effected at the expense of the transferor Noteholder by or on behalf of the Issuer or the Registrar, and upon payment of (or the giving of such indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

(e) *Closed periods*

No transfer of a Registered Note to be registered may occur during the period of 15 days ending on the due date for any payment of principal, interest or Redemption Amount (as defined below) on that Note.

3. Status and Instructing Creditor

(a) *Status*

The Notes are secured limited recourse obligations of the Issuer, secured in the manner described in Condition 4 and recourse in respect of which is limited to the Collateral of the relevant Series, as described in Condition 11 and will rank *pari passu* without any preference among themselves.

(b) *Instructing Creditor*

The Security Assignment, the Supplemental Security Assignment and/or the Pricing Supplement in respect of the relevant Series will specify the Secured Creditor(s) that shall be the Instructing Creditor(s) in relation to that Series of Notes.

Where the Instructing Creditor is the Noteholders, the Noteholders can (where specified) request the Note Trustee to take actions contemplated in the Pricing Supplement by means of a request in writing of the holders of at least one fifth in principal amount of the Notes of such Series then outstanding or by means of an Extraordinary Resolution of such Noteholders.

Where the Instructing Creditor is the Counterparty, the Counterparty may (where specified) request the Note Trustee to take actions contemplated in the Pricing Supplement by means of a written request.

The security in relation to any Series of Notes will become enforceable upon the Note Trustee giving an Enforcement Notice (as defined in Condition 10) to the Issuer subsequent to an Event of Default or as otherwise provided in the Trust Deed.

Neither the Note Trustee nor the Security Trustee, as applicable, shall be bound to take any action, act on any instruction, give any Enforcement Notice in respect of any Series of Notes, to take any steps or institute any proceedings to enforce the security for any Series or to enforce payment of any amount due and payable under or pursuant to the Notes of any Series or the Related Agreement unless it shall have been so requested by the Instructing Creditor in relation to such Series and has been indemnified and/or prefunded and/or secured to its satisfaction.

The Note Trustee and/or the Security Trustee, as applicable, will, where the interests of the Instructing Creditor conflict with those of the other Secured Creditors (as defined in Condition 4(b)), prefer the interests of such Instructing Creditor over the interests of the other Secured Creditors (and shall not take into account the interests

of such other Secured Creditors).

4. Related Agreements and Security

(a) *Related Agreements*

In connection with the issue of the Notes of any Series, the Issuer may enter into a swap agreement, derivative transactions, swap transaction, transactions or other hedging agreement or option agreements or any letters of credit, guarantees or other credit support or credit enhancement documents or other financial arrangements (each a "**Related Agreement**") with one or more counterparties (each a "**Counterparty**"). The obligations of a Counterparty may be guaranteed by a guarantor (a "**Guarantor**"). The Issuer's liability in respect of any Related Agreement will be limited to the Collateral of the relevant Series, subject to the order of priority specified in the Pricing Supplement. As at the date of these Admission Particulars, the Issuer has not entered into any Related Agreements nor has any specific intention to enter into any Related Agreements. If the Issuer enters into any Related Agreements for any specific Series of Notes, such details will be as set out in the applicable Pricing Supplement and be publicly available.

(b) *Security*

The Trust Deed will provide that the obligations of the Issuer under the Notes and Coupons of a Series appertaining thereto to the Note Trustee on its own behalf and on behalf of the Noteholders and to those persons referred to in the Pricing Supplement (collectively, the "**Secured Creditors**") are secured by security interests (governed by English law and/or the law of any other relevant jurisdiction) over certain Collateral as specified therein and in the Security Assignment and the relevant Supplemental Security Assignment (the "**Collateral**" which expression shall include any alternative Collateral and exclude any replaced Collateral pursuant to a substitution in accordance with Condition 4(e)), any relevant Related Agreement and such other assets as are specified in the Pricing Supplement.

The security created by the Security Assignment and each Supplemental Security Assignment may be supplemented by such further security documents (each a "**Supplementary Security Document**" and, together with such Security Assignment and such Supplemental Security Assignment, the "**Security Documents**") as may, from time to time, be required by the Security Trustee and as specified in the Pricing Supplement (together, the "**Security**").

To the extent that an obligor under the Collateral fails to make payments to the Issuer on the due date therefor, the Issuer may be unable to meet its obligations (a) under the Related Agreement(s) (if any) and/or (b) in respect of the Notes and any interest coupons as and when they fall due. In addition, to the extent that a Related Agreement is terminated the Issuer may also be unable to meet such obligations. In any such event, and subject to Condition 7(b) and Condition 10, the Notes will become repayable in accordance with the Pricing Supplement. In any such event, following a mandatory redemption of the Notes the amount received may be insufficient to pay all amounts due to the Secured Creditors (including the Noteholders).

The Notes are also capable of being declared immediately due and repayable prior to their stated date of maturity or other date or dates for their redemption following the occurrence of any of the Events of Default more particularly specified in Condition 10. Once notice has been given to the Issuer by the Note Trustee following any such occurrence (and the Instructing Creditor may direct the Note Trustee to give such notice), the Notes will become repayable in accordance with the Pricing Supplement and the security therefor will become enforceable in accordance with and subject to the provisions of Condition 11. On any such enforcement, the amount received may be insufficient to pay all amounts due to the Secured Creditors (including the Noteholders).

(c) *Realisation of the Collateral upon enforcement or Mandatory Redemption Event*

Subject to the Pricing Supplement in respect of a Series of Notes, to the full extent permitted under applicable laws, in the event of the security created by the Security Documents becoming enforceable as provided in Condition 10, the Security Trustee shall have the right to enforce its rights under the Security Documents in relation to the relevant Collateral only, without any liability as to the consequence of such action and without having regard to the effect thereof on, or being required to account for such action to, any Secured Creditor, provided that the Security Trustee shall not be required to take any action unless previously indemnified and/or prefunded and/or secured to its satisfaction.

(d) *Application of Proceeds*

All monies received by the Note Trustee or Security Trustee in connection with a Tranche of Notes will be held by the Note Trustee or Security Trustee, as applicable, on trust to apply the same in accordance with the application of proceeds provisions set out in the Security Assignment and the applicable Supplemental Security Assignment and as is specified in the Pricing Supplement relating to such Tranche of Notes.

(e) *Substitution of Collateral*

If specified in the Pricing Supplement, the Issuer may from time to time, subject (in the case of Notes which are rated by any Rating Agency or Rating Agencies) to the Issuer having obtained prior written confirmation (addressed to the Issuer and the Note Trustee) from each such Rating Agency that the credit rating of the Notes will not be adversely affected, substitute alternative assets for such of the Collateral as the Issuer may deem appropriate. Any such alternative assets will become Collateral and will be held subject to the charges in favour of the Security Trustee as set out or contemplated in the Security Assignment and the applicable Supplemental Security Assignment. The Issuer (in the case of a Series admitted to listing on a stock exchange (as the case may be)) may, and will, if required by such relevant listing authority or stock exchange, prepare a supplement to the applicable Admission Particulars, setting out details of such substitution (including, without limitation, the alternative Collateral) and, in any event, shall notify the Noteholders thereof (and the other Secured Creditors) in accordance with Condition 15.

5. Restrictions

So long as any of the Notes remain outstanding, the Issuer will not, save to the extent permitted or contemplated herein or by the Programme Documents or the Series Documents or with the consent of the Note Trustee and Security Trustee:

- (a) sell or otherwise dispose of the Collateral or any interest therein or agree or purport to do so;
- (b) create or permit to exist upon or affect any of the Collateral relating to any Series any security interest whatsoever other than as contemplated by the Security Documents in relation to such Series; or
- (c) permit the validity or effectiveness of the Trust Deed, any other Security Document, any guarantee arrangements executed in relation to the issue of Notes or the priority of the security created thereby to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of such security to be released from such obligations.

The Note Trustee and Security Trustee shall be entitled to rely absolutely on a certificate of any director of the Issuer in relation to any matter relating to such restrictions and to accept without liability any such certificate as sufficient evidence of the relevant fact or matter in question.

6. Interest and other Calculations

(a) *Interest on Fixed Rate Notes*

Each Note (other than a Zero Coupon Note) bears interest on its Principal Amount (or as otherwise specified in the Pricing Supplement) from the Interest Commencement Date at the Interest Rate, such interest being payable in arrear (unless otherwise specified in the Pricing Supplement) on each Interest Payment Date (as defined in Condition 6(k)).

(b) *Business Day Convention*

If any date referred to in these Pricing Supplement is specified to be subject to adjustment in accordance with a Business Day Convention and would otherwise fall on a day which is not a Business Day, then if the Business Day Convention specified in the Pricing Supplement is:

- (i) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day;
- (ii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(c) *Interest Rate on Floating Rate Notes*

This Condition 6(c) is applicable only if the Pricing Supplement specifies the Notes as Floating Rate Notes. The screen rate determination for Floating Rate Notes that may be used are EURIBOR, SONIA.

If screen rate determination is specified in the Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) if the Relevant Screen Page displays a rate which is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Relevant Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Relevant Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that Relevant Screen Page or, in the case of (ii) above, fewer than two such rates appear on that Relevant Screen Page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (1) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Relevant Rate at approximately the Relevant Time on the relevant Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time;
 - (2) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Relevant Rate, as determined by the Calculation Agent) quoted by major banks in the Relevant Financial Centre of the Relevant Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Relevant Financial Centre of the Relevant Currency) on the first day of the relevant Interest Period for loans in the Relevant Currency to leading European banks for a period equal to the relevant Interest Period and in the Representative Amount,

and the Interest Rate for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Interest Rate applicable to the Notes during such Interest Period will be the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

If ISDA Determination is specified in the Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate(s) applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest

rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the Pricing Supplement;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is the Specified Duration; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is as specified in the Pricing Supplement.

(d) *Maximum or Minimum Interest Rates*

If any maximum interest rate or minimum interest rate is specified in the Pricing Supplement, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified. Notwithstanding whether Fixed Rate Notes or Floating Rate Notes are issued, the interest rate shall not exceed a maximum of 4% per annum.

(e) *Interest Rate on Zero Coupon Notes*

The Interest Rate for any overdue principal in respect of a Zero Coupon Note shall be a rate per annum (expressed as a percentage) equal to the figure expressed to be the amortisation yield (the "Amortisation Yield") shown on the face of the Note or in the Pricing Supplement (as well after as before judgment) up to the Relevant Date.

(f) *Accrual*

Interest will cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Interest Rate in the manner provided in this Condition 6 to the Relevant Date (as defined in Condition 7(e)).

(g) *Rounding*

For the purposes of any calculations required pursuant to this Pricing Supplement (unless otherwise specified):

- (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
- (ii) all figures will be rounded to seven significant figures (with halves being rounded up); and
- (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "unit" means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

(h) *Calculations*

The amount of interest payable in respect of any Note for each Interest Period shall be calculated by multiplying the product of the Interest Rate and the Principal Amount outstanding of such Note during that Interest Period by the Day Count Fraction, unless an Interest Amount (as defined below) is specified in respect of such period in the Pricing Supplement, in which case the amount of interest payable in respect of such Note for such Interest Period will equal such Interest Amount.

(i) *Determination and Publication of Interest Rates, Interest Amount, 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 any Redemption Amount or instalment amount (if applicable), obtain any quote or make any determination or calculation, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the "**Interest Amount**") in respect of each Authorised

Denomination of Notes for the relevant Interest Period, calculate the Redemption Amount or instalment amount (if applicable), obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amount for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount to be notified to the Registrar, the Note Trustee, the Issuer, the Noteholders and, if the Notes are listed, the relevant stock exchange, as soon as possible after their determination but in no event later than (i) (in case of notification to such stock exchange) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. The Interest Amount and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made 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 Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made unless otherwise required by the Note Trustee. The determination of each Interest Rate, Interest Amount, Redemption Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall be final and binding upon all parties.

(j) *Definitions*

In this Pricing Supplement, unless the context otherwise requires, the following defined terms shall have the meanings set out below.

"Business Day" means:

- (a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) additional city or cities specified in the Pricing Supplement; and
- (b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the principal financial centre of the Relevant Currency and in each (if any) additional city or cities specified in the Pricing Supplement.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the **"Calculation Period"**):

- (a) if **"Actual/365"** or **"Actual/Actual"** is specified, 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:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if **"Actual/365(Fixed)"** is specified, the actual number of days in the Calculation Period divided by 365;
- (c) if **"Actual/360"** is specified, the actual number of days in the Calculation Period divided by 360;
- (d) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified, 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:
 - (i) 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 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
 - (ii) 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

- (e) if "**30E/360**" or "**Eurobond Basis**" is specified, 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 the final Calculation Period, the last day of such 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;

"**euro**" means the lawful currency of the Member States of the European Union participating in Economic and Monetary Union;

"**Interest Commencement Date**" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the Pricing Supplement;

"**Interest Determination Date**" means, with respect to an Interest Rate and an Interest Period, the date specified as such in the Pricing Supplement or, if none is so specified, the day falling two business days in London (or, if the specified currency is euro, two TARGET Settlement Days) prior to the first day of such Interest Period (or if the specified currency is sterling the first day of such Interest Period);

"**Interest Payment Date**" means the date(s) specified as such in the Pricing Supplement;

"**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 Rate**" means the rate of interest payable from time to time in respect of the Notes and which is either specified in, or calculated in accordance with the provisions of, these Pricing Supplement;

"**ISDA Definitions**" means, in respect of a Series of Notes, the 2014 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. in effect as at the date on which the relevant Notes are issued;

"**Issue Date**" means the date of issue of the Notes;

"**Margin**" means the rate per annum (expressed as a percentage) specified in the Pricing Supplement;

"**Participating Member State**" means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty establishing the European Communities (as amended);

"**Principal Amount**" means in relation to a Note or Series, the original face value thereof less any repayment of principal made to the Noteholder thereof in respect of such Note or Series;

"**Redemption Amount**" in relation to each Note, the amount at which the Note will be redeemed on the Maturity Date specified in the applicable Pricing Supplement, or if no Maturity Date is so specified, on the Interest Payment Date falling when such Note is redeemed;

"**Reference Banks**" means the institutions specified as such or, if none, four major banks selected by the Calculation Agent in the Relevant Interbank Market (or, if appropriate, money market) which is most closely connected with the Relevant Rate as determined by the Calculation Agent in its sole and absolute discretion;

"**Relevant Currency**" means the currency specified as such or, if none is specified, the currency in which the Notes are denominated;

"**Relevant Interbank Market**" means:

- (i) in respect of EURIBOR or the European Central Bank Refinancing Rate, the Eurozone interbank market;
- (ii) in respect of SONIA, SONIA as set out in the Pricing Supplement; or
- (iii) in respect of any other Reference Rate, the interbank market set out in the Pricing Supplement.

"Relevant Financial Centre" means, with respect to any Note, to be the financial centre as may be specified as such or, if none is so specified, the financial centre with which the Relevant Rate is most closely connected as determined by the Calculation Agent;

"Relevant Rate" means the offered rate for a Representative Amount of the Relevant Currency for a period (if applicable) equal to the Specified Duration (or such other rate as shall be specified in the Pricing Supplement);

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified in the Pricing Supplement, or such other page, section, caption, column or other part as may replace the same 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 comparable rates or prices;

"Relevant Time" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Pricing Supplement or, if none 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 relevant currency in the interbank market in the Relevant Financial Centre;

"Representative Amount" means, with respect to any rate to be determined on an Interest Determination Date, the amount specified in the Pricing Supplement as such or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time;

"Specified Duration" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the period or duration specified in the Pricing Supplement or, if none is specified, a period of time equal to the relative Interest Period;

"TARGET Settlement Day" means any day on which the TARGET system is open;

"TARGET system" means the Trans-European Automated Real-Time Gross Settlement Express Transfer system; and

"Treaty" means the Treaty establishing the European Communities, as amended.

(k) *Calculation Agent and Reference Banks*

The Issuer will procure that there shall at all times be four Reference Banks selected by the Issuer acting through the Calculation Agent with offices in the Relevant Financial Centre and a Calculation Agent if provision is made for them in the Pricing Supplement applicable to this Note and for so long as it 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 acting through the Calculation Agent will select another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for any Interest Period or to calculate the Interest Amount or any other requirements, the Issuer will appoint a successor 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 Exchange

(a) *Redemption at Maturity*

Unless previously redeemed, or purchased and cancelled as provided below, or unless such Note is stated in the Pricing Supplement as having no fixed maturity date, each Note will be redeemed at its Redemption Amount, on applicable Interest Payment Date (or, in the case of Floating Rate Notes, on the date or dates upon which interest is payable) specified in the Pricing Supplement.

(b) *Mandatory Redemption*

- (i) If, in relation to a Series, if so specified in the applicable Pricing Supplement, any of the following events (each a **"Mandatory Redemption Event"**) occurs:

- (A) unless otherwise specified in the Pricing Supplement, there has been a payment default on the due date therefor (having regard to any grace period) or any other event of default (howsoever described) in respect of the Collateral in relation to such Series has occurred and is continuing; or
- (B) unless otherwise specified in the Pricing Supplement, any Related Agreement in relation to such Series is terminated and is not replaced on or prior to such termination to the satisfaction of the Note Trustee; or
- (C) unless otherwise specified in the Pricing Supplement,
 - (x) the Issuer on the occasion of the next payment date in respect of the Notes would be required by law to withhold or account for tax, or
 - (y) the Issuer would suffer tax in respect of its income in respect of the Collateral or payments made to it under a Related Agreement, or would receive net of any tax any payments in respect of the Collateral or payments made to it under a Related Agreement, so that it would be unable to make payment of any amount due on the Notes and any Coupon under any Related Agreement, or
 - (z) any exchange controls or other currency exchange or transfer restrictions or tax are imposed on the Issuer or any payments to be made to or by the Issuer or for any reason the cost to the Issuer of complying with its obligations under or in connection with the Trust Deed or meeting its operating or administrative expenses would (in the sole opinion of the Issuer) be materially increased, the Issuer having used all reasonable endeavours to procure the substitution of a company incorporated in another jurisdiction (in which jurisdiction the relevant tax, exchange control or currency exchange or transfer restrictions does not apply) as the principal obligor in respect of the Notes, or the establishment of a branch office in another jurisdiction (in which jurisdiction the relevant tax, exchange control, or currency exchange or transfer restrictions does not apply) (in each case subject to the satisfaction of certain conditions as more fully specified in the Trust Deed) from which it may continue to carry out its functions under the Notes and the Related Agreement(s), and the Issuer, having used all reasonable endeavours is unable to arrange such substitution before the next payment is due in respect of the Notes of the relevant Series,

on first becoming aware of the occurrence of any Mandatory Redemption Event, the Issuer or the Counterparty shall give notice thereof to the Issuer (if the Counterparty), the Counterparty (if the Issuer), the Programme Administrator, the Custodian and Account Provider, the Note Trustee and the Security Trustee.

Following a Mandatory Redemption Event but prior to an Event of Default, the Issuer shall arrange for the redemption of the applicable Notes and shall proceed to arrange for and administer the sale of the Collateral relating to all applicable Notes in accordance with the Pricing Supplement and upon receipt of the sale proceeds thereof the Issuer shall give not more than 30 nor less than 15 days' notice (or such other number of days as may be provided in the Pricing Supplement) to the Secured Creditors (which notice shall be irrevocable) of the date on which the net sale proceeds thereof (having deducted all costs, expenses and disbursements in connection with the realisation of the Collateral) shall be applied in accordance with the application of proceeds specified in the Security Assignment and the Supplemental Security Assignment as described in the Pricing Supplement in respect of such Series. Following the application of such net sale proceeds, no further amounts will be available to meet any remaining claims of the Noteholders and any such claims will be extinguished.

Prior to publication of any notice of redemption, the Issuer shall deliver to the Note Trustee a certificate signed by a director of the Issuer demonstrating that the conditions precedent to the obligations of the Issuer to redeem have occurred and, in the case of a redemption of Notes following a Mandatory Redemption

Event, an opinion of legal advisers of recognised standing to the Issuer in the relevant jurisdiction to the effect such Mandatory Redemption Event has occurred and is continuing. The Note Trustee may rely on the aforementioned certificate and/or opinion without further enquiry.

Notwithstanding the foregoing, if any of the taxes referred to in Condition 7(b)(i)(C)(x) arises:

- (a) owing to the connection of any Noteholder, or any third party having a beneficial interest in the Notes with the place of incorporation or tax jurisdiction of the Issuer otherwise than by reason only of the holding of any Note or receiving principal, Redemption Amount, Amortised Face Amount, interest or Interest Amount in respect thereof; or
- (b) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax; or
- (c) in respect of any Note where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any relevant European Union Directive or any law implementing or complying with, or introduced in order to conform to, such Directive,

then to the extent it is able to do so, the Issuer shall deduct such taxes from the amounts payable to such Noteholder or any third party having a beneficial interest in the Notes and shall not redeem the relevant Notes of the relevant Series but this shall not affect the rights of the other Noteholders hereunder. Any such deduction shall not constitute an Event of Default under Condition 10.

(c) *Optional Redemption*

If, in relation to a Series, if specified in the applicable Pricing Supplement, any of the following events (each an "**Optional Redemption Event**") occurs unless otherwise specified in the Pricing Supplement, a Noteholder requests, in accordance with the relevant Pricing Supplement, to redeem all or part of the Notes, then, to the extent that such Collateral is redeemed in part, the Issuer shall proceed to arrange for the sale of that part of the Collateral to satisfy such optional redemption. The Issuer shall forthwith give not more than 30 nor less than 15 days' notice to the Note Trustee, the Security Trustee and the Secured Creditors (which notice shall be irrevocable) of the date on which the net redemption and sale proceeds of such Collateral (having deducted all costs, expenses and liabilities incurred in connection with such redemption and sale) shall be applied in accordance with the application of proceeds specified in the Security Assignment and the Supplemental Security Assignment, and described in the Pricing Supplement, in relation to such Series.

Following application of such redemption and sale proceeds, no further amounts will be available to meet any remaining claims of the Noteholders and any such remaining claims will be extinguished.

(d) *Redemption of Notes*

Upon expiry of the relevant notice under Condition 7(b) or (c) above and subject to the conditions of such notice the Issuer shall redeem each Note in such Series, in whole or, as the case may be, in part on a pro rata basis having applied the net sale proceeds referred to in Condition 7(b) or the net redemption proceeds referred to in Condition 7(b) above or any other amount specified in Condition 7 in accordance with the application of proceeds specified in the Security Assignment and the Supplemental Security Assignment and as specified in the Pricing Supplement. The provisions of Clause 17 of the Principal Trust Deed shall apply in respect of such redemption of Notes.

The date on which the net sale proceeds referred to in Condition 7(b) or the net redemption proceeds referred to in Condition 7(b) above or any other amount specified in Condition 7 shall be applied in redemption of the Notes in accordance with the above paragraph of this Condition 7(b) shall be at any time in accordance with the notice provisions contained in the relevant Condition and any relevant provisions in the Pricing Supplement.

(e) *Early Redemption of Zero Coupon Notes*

- (i) The amount payable in respect of any Note which does not bear interest prior to the Maturity Date, the Redemption Amount of which a formula, upon redemption of such Note pursuant to Condition 7 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. References in the Pricing Supplement to "**principal**" or "**Principal Amount**" in the case of Zero Coupon Notes, shall be deemed to include references to "**Amortised Face Amount**" where the context permits.
- (ii) Subject to the provisions of (iii) below and as provided in the Pricing Supplement, the Amortised Face Amount of any Zero Coupon Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield shown on the face of the Note compounded annually. 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 on the face of such Zero Coupon Note or specified in the Pricing Supplement.
- (iii) If the amount payable in respect of any such Note upon its redemption pursuant to Condition 7 or upon it becoming due and payable as provided in Condition 10 is not paid when due, the amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Condition 7(e)(i), except that such Condition shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the date (the "**Relevant Date**") which is the earlier of:
 - (A) the date on which all amounts due in respect of the Note have been paid; or
 - (B) the date on which the full amount of the monies payable has been received by the Note Trustee or the Registrar and notice to that effect has been given to Noteholders in accordance with the provisions of Condition 15.

The calculation of the Amortised Face Amount will 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 principal amount of such Note together with any interest which may accrue in accordance with Condition 6(a).

(f) *Redemption of Variable Redemption Amount Notes*

The Pricing Supplement in respect of a Series of variable Redemption Amount Notes shall specify the basis for calculation of the Redemption Amount payable upon redemption of the relevant Notes on maturity or under Condition 7 or upon them becoming due and payable as provided in Condition 10 and the name of the Calculation Agent appointed to determine such Redemption Amount.

(g) *Redemption at Issuer's Option and Exercise of Issuer's Option*

If so specified in the Pricing Supplement, the Issuer may, subject to compliance with all relevant laws, regulations and directives, on giving at least 14 Business Days irrevocable notice to the Noteholders falling within a redemption option period (as specified in the Pricing Supplement), redeem or exercise any Issuer's option in relation to, all or, if so provided, some only of the Notes in the manner and on the date or dates specified in the Pricing Supplement at their Redemption Amount or at their Amortised Face Amount (in the case of Zero Coupon Notes), together with interest accrued to, or Interest Amount payable on, the date fixed for redemption.

Notice having been given by the Issuer to redeem Note(s) pursuant to this Condition may not be withdrawn and the Issuer shall be bound to redeem the Note(s) in accordance with the notice, this Condition and the Pricing Supplement.

In the case of a partial redemption of Notes or a partial exercise of an Issuer's option (if permitted as specified in the Pricing Supplement):

- (A) when the Notes are represented by Registered Note Certificates, the Notes to be redeemed will be selected in the manner indicated in such Pricing Supplement and notice of the Notes called for redemption will be published in accordance with Condition 15 not less than 15 days prior to the date fixed for such redemption; and
- (B) when the Notes are represented in registered form, if a partial redemption is to be effected by selection of whole Notes as indicated in the Pricing Supplement, the Notes to be redeemed will be selected in accordance with the rules and procedures of CREST and/or any other relevant clearing system.

If applicable, the Pricing Supplement will specify the terms on which the security over the relevant Collateral or part thereof may be released to provide funds for such redemption or for the exercise of the Issuer's option. If applicable, the Collateral will have redemption provisions that will facilitate the redemption of the Notes in accordance with this Condition 7(g).

The relevant Related Agreement will provide that on the redemption of Notes by the Issuer and/or the exercise of the Issuer's Option (as set out in Condition 7(g)) in relation to the Notes such Related Agreement (or a proportionate part thereof which corresponds to the Notes to be redeemed by the Issuer pursuant to the exercise of such option) will terminate. The Pricing Supplement will set out the terms of such termination.

(h) Redemption at the Noteholders' Option and Exercise of Noteholders' Option

If so specified in the Pricing Supplement the Issuer shall, subject to compliance with all relevant laws, regulations and directives, at the option of the holder of any such Note, redeem such Note on the date or dates specified in the Pricing Supplement at its Redemption Amount or at its Amortised Face Amount (in the case of Zero Coupon Notes), together with interest accrued to, or the Interest Amount payable on, the date fixed for redemption.

To exercise such Noteholders' option set out in this Condition 7(h), which may be specified in the Pricing Supplement, the Noteholder must deposit the relevant Registered Note Certificate with the Registrar together with a duly completed exercise notice ("**Exercise Notice**") in the form obtainable from the Registrar or, if the Notes are listed, the Paying and Transfer Agent not more than 30 days nor less than 14 days (or such other number of days as may be specified in the Pricing Supplement) prior to the relevant date for redemption or exercise of any option.

If applicable, the Pricing Supplement will specify the terms on which the Security over the relevant Collateral or part thereof may be released to provide funds for such redemption or for the exercise of the Noteholders' option. If applicable, the Collateral will have redemption provisions that will facilitate the redemption of the Notes in accordance with this Condition 7(h).

The relevant Related Agreement will provide that on the redemption of Notes by the Noteholders pursuant to the exercise of the Noteholders' option in relation to the Notes such Related Agreement (or a proportionate part thereof which corresponds to the Notes to be redeemed by the Issuer pursuant to the exercise of such option) will terminate. The Pricing Supplement will set out the terms of such termination.

In the case of any Note represented by a Registered Certificate, the Noteholder must deliver the Exercise Notice together with an authority to CREST to debit such Noteholder's account accordingly. No Note (or authority) so deposited may be withdrawn (except as provided in the Pricing Supplement) without the prior consent of the Issuer.

(i) *Redemption by Instalments*

Unless previously redeemed, purchased and cancelled as provided in this Condition 7, each Note which provides for instalment dates (if applicable as set out in the relevant Pricing Supplement from time to time) and instalment amounts (if applicable, as set out in the relevant Pricing Supplement from time to time) will be partially redeemed on each instalment date at the instalment amount (if applicable as set out in the relevant Pricing Supplement from time to time) specified on it, whereupon the outstanding Principal Amount of such Note shall be reduced by the instalment amount (if applicable, as set out in the relevant Pricing Supplement from time to time) for all purposes and the notional amount(s) of principal under any Related Agreement upon which payments under the Series of Notes of which such Note forms part are calculated shall be reduced in a proportion equal to the proportion which the instalment amount (if applicable, as set out in the relevant Pricing Supplement from time to time) bears to the original notional amount(s) of such Related Agreement.

(j) *Cancellation*

All Notes purchased by or on behalf of the Issuer, shall be surrendered to or to the order of the Registrar (in respect of the Registered Note Certificates of such Notes) for cancellation and, if so surrendered, will, together with all Notes redeemed by the Issuer, be cancelled forthwith. 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.

(k) *Exchange of Notes for Collateral*

If an exchange option (if applicable, as set out in the relevant Pricing Supplement from time to time) is specified in the Pricing Supplement, the Noteholders may request the Issuer to exchange all Notes held by them for a corresponding principal amount of the Collateral upon terms that will be more fully set out in the Pricing Supplement. Notice of such exchange shall be obtainable and surrendered together with the Notes at the office of the Registrar.

(l) *Exchange of Series*

If specified in the Pricing Supplement and subject to the Pricing Supplement specified in such Pricing Supplement, the Issuer may from time to time with the consent of the Counterparty under the Related Agreement (if any) and all of the Noteholder(s), with respect to such Series, substitute a new Series of Notes (the "**New Series**") for that existing Series of Notes (the "**Existing Series**") as it may deem appropriate. All notices to be delivered with respect to any exchange of series, shall be delivered in accordance with Condition 15.

8. Payments

(a) *Registered Notes*

Payments of principal (or, as the case may be, Redemption Amounts) in respect of Registered Notes (other than Dual Currency Notes) will be made against presentation and surrender of the relevant Registered Note Certificate at the specified office of the Registrar and, if the Notes are listed, the Paying and Transfer Agent at its specified office, in the manner provided in this Condition 8(a).

Payments of instalments in respect of Registered Notes will be made against presentation and surrender of the relevant Registered Note Certificate at the specified office of the Registrar and, if the Notes are listed, the Paying and Transfer Agent at its specified office, in the manner provided in this Condition 8(a) and annotation of such payment on the Register and the relevant Registered Note Certificate.

Interest (or, as the case may be, Interest Amount) on Registered Notes payable on any Interest Payment Date will be paid to the persons shown on the Register on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Following application by the Noteholders to the specified office of the Registrar at least 10 calendar days before the relevant Record Date, payments of interest or Interest Amounts on each Note, shall be

made by transfer to an account in the relevant currency maintained by the payee with a bank in (a) the principal financial centre of the country of that currency if such currency is not euro, or (b) the principal financial centre of any Member State of the European Union if that currency is euro or (c) if such currency is sterling a town clearing branch of a bank in the City of London.

(b) Payments subject to fiscal laws; payments on Notes

All payments are subject in all cases, to (a) any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 9, in the place of payment, and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the Code) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement). Any such amounts withheld or deducted will be treated as paid for all purposes under the Notes, and no additional amounts will be paid on the Notes with respect to any such withholding or deduction. No commission or expenses shall be charged to the Noteholders or Coupon holders in respect of such payments. The holder of a Note shall be the only person entitled to receive payments of principal (or Redemption Amounts) and interest (or Interest Amount) on such Registered Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Registered Note in respect of each amount paid.

(c) Appointment of the Agents

The Paying and Issuing Agent, the other Paying Agents, the Registrar, the Transfer Agents, the Programme Administrator and the Calculation Agent (the "**Agents**") appointed by the Issuer at their respective specified offices as appointed pursuant to the Agency Agreement. The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent, in accordance with the Agency Agreement, and to appoint additional or other Agents, provided that the Issuer will at all times maintain the appointment of each Agent where the Pricing Supplement so require one while any Series of Registered Notes remain outstanding.

Notice of any change in any of the Agents shall promptly be given to Noteholders.

(d) Non-Business Days

Subject as provided in the Pricing Supplement, if any date for payment in respect of any Note is not a business day, the Noteholder 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 are open for presentation and payment of debt securities and for dealings in foreign currencies in London, England and in the relevant place of presentation and in the cities referred to in the definition of Business Days set out in the Pricing Supplement or on the face of the Note 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 dealings 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) a day on which the TARGET system is operating.

(e) Dual Currency Notes

The Pricing Supplement in respect of each Series of Dual Currency Notes shall specify the currency in which each payment in respect of the relevant Notes shall be made, the terms relating to any option relating to the currency in which any payment is to be made and the basis for calculating the amount of any relevant payment and the manner of payment thereof.

9. Taxation

(a) *Withholding Tax*

All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties or assessments or governmental charges of whatever nature unless the Issuer or the Registrar or, where applicable, the Note Trustee is required by applicable law to make any payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or assessments or governmental charges of whatsoever nature. In that event, the Issuer or the Note Trustee (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer nor the Note Trustee will be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction, but Condition 7(b)(i)(C) will apply. The Issuer or the Registrar may require the Noteholders to provide such certifications and other documents as required by applicable law in order to qualify for exemptions from applicable tax laws.

10. Events of Default

(a) *Enforcement Notice*

Subject to Condition 10(c), the Note Trustee at its discretion may, and, if so instructed by the Instructing Creditor of a Series, shall (in each case, provided that the Note Trustee is indemnified and/or prefunded and/or secured to its satisfaction), give notice (an "**Enforcement Notice**") to the Issuer (with a copy to the Security Trustee) that the Notes of such Series are, and they shall accordingly immediately become, due and repayable, at their Redemption Amount together with accrued interest to the date of payment (or, in the case of Zero Coupon Notes (unless the Pricing Supplement of such Notes provide otherwise) at their Amortised Face Amount) or as otherwise specified in the Pricing Supplement and the Security constituted by the Security Documents shall become enforceable (as provided in the Security Assignment and the relevant Supplemental Security Assignment) upon the occurrence of any of the following events (each an "**Event of Default**"):

- (i) if default is made for a period of 14 days or more in the case of interest or 7 days or more in the case of principal in the payment of any sum due in respect of such Notes or any of them; or
- (ii) if the Issuer fails to perform or observe any of its other obligations under the Notes of any Series or the Trust Deed and, where the Note Trustee considers, in its absolute discretion that such default can be remedied, such failure continues for a period of 30 days next following the service by the Note Trustee on the Issuer of written notice requiring the same to be remedied; or
- (iii) the Issuer becomes liable under any indemnity given to any Secured Creditor under any Series Document; or
- (iv) it is, or will become, illegal for the Issuer to perform or comply with any one or more of its obligations under the Notes; or
- (v) the Issuer (a) fails to grant to the Security Trustee a priority security interest in, or other lien as specified in, the relevant Security Documents; or (b) takes any action (or fails to act) resulting in a breach of any of its obligations under the applicable Security Documents and such action (or failure to act) is reasonably likely to result in the unenforceability of the Security thereunder; or
- (vi) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer or an order is made for the Issuer's bankruptcy (or any analogous proceedings) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms approved by the Note Trustee; or

- (vii) if (a) any other proceedings are initiated against the Issuer under any applicable liquidation, bankruptcy, insolvency, composition, reorganisation, readjustment or other similar laws (but excluding the presentation of any application for an administration order) and such proceedings are not being disputed in good faith, or (b) an administrative receiver or other receiver, administrator or other similar official (not being an administrative receiver or other receiver or manager appointed by the Security Trustee pursuant to the Security Documents) is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer or (c) an encumbrancer (not being the Security Trustee or any receiver or manager appointed by the Security Trustee) shall take possession of the whole or any substantial part (in the opinion of the Security Trustee) of the undertaking or assets of the Issuer or (d) a distress or execution or other process shall be levied or enforced upon or sued out against the whole or any substantial part (in the opinion of the Security Trustee) of the undertaking or assets of the Issuer (other than, in any such case, by the Security Trustee or pursuant to any of the Programme Documents or the Series Documents) and in any of the foregoing cases (other than in relation to the circumstances described in (b) where no grace period shall apply) such order, appointment, possession or process (as the case may be) is not discharged or stayed or does not cease to apply within 14 days; or
- (viii) if the Issuer initiates or consents to judicial proceedings relating to itself (except in accordance with paragraph (vi) above) under any applicable liquidation, bankruptcy, insolvency, composition, reorganisation, readjustment or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally.

(b) *Confirmation of no Event of Default*

The Issuer shall provide written confirmation to the Note Trustee, on an annual basis, or at the request of the Note Trustee that no Event of Default or other matter which is required to be brought to the Note Trustee's attention has occurred.

(c) *Enforcement*

In the event of the Security constituted by the Security Documents becoming enforceable following an acceleration of the Notes of a particular Series as provided in this Condition 10, the Security Trustee shall, but in each case without any liability as to the consequence of such action and without having regard to the effect of, or being required to account for, such action to, the Secured Creditors in relation to such Series, have the right to enforce its rights under the Security Documents, in relation to the relevant Collateral in relation to such Series only, provided that the Security Trustee shall not be required to take any action that would involve the Security Trustee in any personal liability or expense unless previously indemnified and/or prefunded and/or secured to its satisfaction.

The Events of Default may be varied or amended in respect of any Series of Notes as set out in the Pricing Supplement.

11. Limited Recourse and Non-Petition

- (a) If the amounts realised from the Collateral in respect of any Series (including, without limitation, a realisation of the Security or a sale or redemption of the Collateral and termination of any Related Agreement in accordance with these Pricing Supplement) are not sufficient (after meeting the Security Trustee's, Note Trustee's, the Custodian's, the Agent's and any receiver's expenses, liabilities and remuneration, and any other amounts that rank in priority to the Notes of such Series as specified in the Security Assignment and the Supplemental Security Assignment and/or identified in the Pricing Supplement) to make payment of all amounts due in respect of the Notes of such Series and all other Secured Obligations with respect to that Series including, without limitation any amount due to the Counterparty as a result of the termination of any

Related Agreement, such amounts due and other Secured Obligations shall be deemed to be reduced or extinguished in the order of priority specified in the Pricing Supplement so that there is no excess over the amounts so realised and no assets of the Issuer other than the Collateral will be available to meet that shortfall. Any claim of the Noteholders of the relevant Series remaining after such application shall be extinguished and such Noteholders will have no further recourse to the Issuer and any failure to make any payment in respect of such shortfall shall in no circumstances constitute an Event of Default under Condition 10.

- (b) Only the Note Trustee and Security Trustee, as applicable, may pursue the remedies available under the Trust Deed, the Pricing Supplement, the Programme Documents and the Series Documents and enforce the rights of the Secured Creditors in relation to the Collateral of the relevant Series. No Secured Creditor of such Series is entitled to proceed directly against the Issuer or the property or any assets of the Issuer unless the Note Trustee or Security Trustee, as applicable, having become bound to proceed in accordance with the terms of the Trust Deed and the Security Documents, fails or neglects to do so within a reasonable period and such failure or neglect is continuing. However, the Security Trustee shall not be bound to take any action to enforce the Security or pursue the remedies available under the Trust Deed, the Pricing Supplement or any of the Programme Documents or any of the Series Documents unless it is indemnified and/or prefunded and/or secured to its satisfaction and has been instructed to do so by the Instructing Creditor in respect of the relevant Series.
- (c) After realisation of the Security in respect of the Notes of such Series which has become enforceable and distribution of the net proceeds thereof in accordance with Condition 4, neither the Note Trustee, Security Trustee nor any Secured Creditor in respect of such Series (if any) may take any further steps against the Issuer or any of its assets to recover any sums due but unpaid in respect of the Notes or otherwise and the relevant Related Agreement will provide that the Counterparty may not take any further steps against the Issuer or any of its assets to recover any sums due to it but unpaid in respect of the relevant Related Agreement in respect of the Notes of such Series and all claims and all rights to claim against the Issuer in respect of each such sum unpaid shall be extinguished.
- (d) No Secured Creditor, nor the Note Trustee or Security Trustee on its behalf may institute against or join any person in instituting against, any bankruptcy, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding (except for the appointment of a receiver and manager pursuant to the terms of the Trust Deed) or other proceeding under any similar law nor shall any of them have any claim in respect of such sum over or in respect of any of the property or any assets of the Issuer other than the Collateral in respect of the relevant Series. The Noteholders and the other Secured Creditors (if any) accept and agree, and in the relevant Related Agreement the Counterparty will accept and agree, that the only remedy of the Note Trustee and the Security Trustee against the Issuer of any Series after any of the Notes of that Series have become due and payable pursuant to Condition 10 is to enforce the Security for the Notes for the relevant Series created by the fixed charges pursuant to the provisions of the Trust Deed or any other Security Document executed in relation to that Series.

The net proceeds of enforcement of the Security and/or realisation of the Collateral for the relevant Series may be insufficient to pay all amounts due to the Secured Creditors in respect of such Series in which event claims in respect of all such amounts will be extinguished.

12. Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7(e)) in respect thereof, subject to the Limited Recourse conditions applicable to the applicable Notes.

13. Replacement of Notes, Coupons, and Talons

If any Registered Note Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and any relevant stock exchange requirements, at the specified office of the Registrar subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer, the Registrar or the Paying Agent may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

14. Meetings of Noteholders, Modification, Waiver, Authorisation and Substitution

(a) Meetings of Noteholders, Modifications and Waiver

The Principal Trust Deed contains provisions for convening meetings of Noteholders of a Series to consider matters affecting their interests, including the modification by Extraordinary Resolution of the Pricing Supplement or the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons (unless there is a sole Noteholder) holding or representing not less than fifty percent (50%) of the Principal Amount of the Notes of the relevant Series for the time being outstanding, or, at any adjourned such meeting, two or more persons being or representing Noteholders of the relevant Series, whatever the Principal Amount of the Notes so held or represented, except that, inter alia, the terms of the Security and certain terms concerning the amount and currency and the postponement of the due dates of payment of the Notes may be modified only by resolutions passed at a meeting the quorum at which shall be two or more persons holding or representing three quarters, at any adjourned such meeting, not less than one quarter, in Principal Amount of the Notes of the relevant Series for the time being outstanding. In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders under the Trust Deed will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders. An Extraordinary Resolution passed at any meeting of the Noteholders will be binding on all Noteholders of the relevant Series, whether or not they were present at such meeting. The Note Trustee may, but without consulting the Secured Creditors (including the Noteholders), determine that an event which would otherwise be an Event of Default shall not be so treated but only if and in so far as in its opinion the interests of Noteholders of that Series shall not be materially prejudiced thereby.

The Noteholder of a Registered Certificate will be treated as being two persons for the purposes of any quorum requirement of a meeting of Noteholders.

The Note Trustee may agree:

- (i) without the consent of the Secured Creditors of any Series, to:
 - (a) any modification of any of the provisions of the Series Documents or Programme Documents which is of a formal, minor or technical nature or is made to correct a manifest error; and
 - (b) any modification, any waiver or authorisation of any breach or proposed breach of any of the provisions of the Trust Deed or the Programme Documents or the Series Documents which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the Secured Creditors of that Series.

Any such modification, authorisation or waiver shall be binding on the Secured Creditors of that Series and, unless the Note Trustee agrees otherwise with the Issuer, such modification shall be notified to the Secured Creditors of that Series as soon as practicable thereafter.

The Note Trustee shall agree to any modifications of any provisions of the Series Documents or Programme Documents in order to facilitate the rating of the Notes by a recognised rating agency or the listing of the notes on a recognised stock exchange, provided that the Issuer provides a certified confirmation of the same to the Note Trustee and Security Trustee (upon which they may rely on absolutely and without liability).

(b) *Authorisation*

The Issuer will not, except as specified in the Pricing Supplement, exercise any rights in its capacity as a holder of, or person beneficially entitled to or participating in the Collateral.

(c) *Substitution*

(i) The Principal Trust Deed contains provisions permitting the Note Trustee to agree:

(a) without the consent of the Secured Creditors of any Series; but

(b) if any Notes are rated by a Rating Agency or Rating Agencies, subject to the prior receipt by the Issuer and the Note Trustee of written confirmation from such Rating Agency or Rating Agencies that the credit rating of such Notes will not be adversely affected,

to the substitution in place of the Issuer as principal debtor under the Trust Deed and the Notes of any other company (incorporated in any jurisdiction);

(ii) In connection with any proposed substitution or change of jurisdiction of the Issuer, the Note Trustee may:

(a) without the consent of the Secured Creditors; but

(b) if any Notes are rated by a Rating Agency or Rating Agencies, subject to the prior receipt by the Issuer and the Note Trustee of written confirmation from such Rating Agency or Rating Agencies that the credit rating of such Notes will not be adversely affected,

agree to a change of the law governing the Principal Trust Deed, the Security Assignment, each Supplemental Security Assignment any other Security Document, the Notes, the Coupons, the Talons (if any) provided that such change would not in the opinion of the Note Trustee be materially prejudicial to the interests of the relevant Noteholders or the Counterparty in respect of such Series.

(iii) Any substitution of the Issuer in accordance with Condition 14(c) above, must be approved by CREST for the suitability of such substituted Issuer.

(d) *Entitlement of the Note Trustee*

In connection with the exercise of its powers, trusts, authorities or discretions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution as aforesaid) the Note Trustee shall not have regard to the consequences of such exercise for any individual Secured Creditors or of holders of any other notes or bonds, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee shall not be entitled to require, nor shall any Secured Creditor be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Secured Creditors.

15. Notices

Notices to Noteholders will be posted to them at their respective addresses in the Register and deemed to have been given on the seventh day (being a day other than a Saturday or Sunday on which banks in New York, London and/or such other cities as a set forth in the Pricing Supplement are open for business) after the date of posting.

A copy of all notices related to Registered Notes provided pursuant to this Condition 15 shall also be given to CREST and any other relevant clearing system.

So long as any Notes are represented by Registered Certificates, notices in respect of those Notes may be given by delivery of the relevant notice to CREST (or any other relevant clearing system) for communication by them to entitled account holders in substitution for publication in a daily newspaper with general circulation in Europe.

If and for so long as any Notes are listed on a recognised stock exchange and the rules of such stock exchange so require, notices will be published in form and manner as prescribed by such exchange. 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 date of the first publication as provided above.

16. Indemnification of the Note Trustee

The Principal Trust Deed contains provisions for indemnification of each of the Note Trustee and the Security Trustee for its relief from responsibility, including provisions relieving it from taking any actions including the giving of an Enforcement Notice and the taking of proceedings to enforce repayment unless indemnified and/or prefunded and/or secured to its satisfaction. Each of the Note Trustee and the Security Trustee or any of their respective affiliates is entitled to enter into business transactions with the Issuer, any issuer or guarantor of (or other obligor in respect of) any of the securities or other assets, rights and/or benefits comprising the Collateral or the Secured Creditors or any of their respective subsidiaries or associated companies without accounting to the Secured Creditors for any profit resulting therefrom.

Each of the Note Trustee and the Security Trustee, in the absence of gross negligence or wilful default, is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Collateral, from any obligation to insure all or any part of the Collateral (including, in either such case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder) or to procure the same to be insured or monitoring the adequacy of any insurance arrangements and from any claim arising if all or any part of the Collateral (or any such document aforesaid) are held in an account with CREST or any similar clearing system in accordance with that system's rules or otherwise held in safe custody by the Custodian or other custodian selected by the Note Trustee or, as applicable, the Security Trustee. Neither the Note Trustee nor the Security Trustee has any responsibility for monitoring the actions of the Custodian and Account Provider and in particular the Note Trustee and the Security Trustee will incur no liability, vicarious or otherwise, for any actions or inactivity of the Custodian and Account Provider.

The Note Trustee and the Security Trustee were appointed trustee in respect of notes to be issued by the Issuer under the Programme pursuant to the terms of the Principal Trust Deed. Pursuant to the terms of the Principal Trust Deed, each of the Note Trustee and the Security Trustee may retire at any time on giving not less than three months' prior written notice to the Issuer without assigning any reason and without being responsible for any liabilities occasioned by such retirement. The Noteholders of each Series shall have the power exercisable by Extraordinary Resolution to remove any trustee or trustees for the time being under the Principal Trust Deed in relation to such Series. The retirement or removal of any such trustee shall not become effective until a successor trustee being a Trust Corporation has been appointed. Additional trustees or co-trustees may also be appointed as trustees in respect of any Series of Notes.

17. Governing Law

(a) Governing Law

The Principal Trust Deed, the Supplemental Trust Deed, the Security Assignment, the Supplemental Security Assignment, the Dealer Agreement, the Custody Agreement and Account Services Agreement, the Notes, the Agency Agreement and the Programme Administration Agreement and all matters arising from or connected therewith including any non-contractual obligations arising out of or in connection with it, are governed by and

shall be construed in accordance with English law. Any Supplementary Security Document will be governed by and construed in accordance with the law specified therein.

(b) *English Courts*

The Issuer has, in the Principal Trust Deed, irrevocably agreed that the courts of England and Wales have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of these presents or any non-contractual obligations arising out of or in connection with these presents) (a "**Dispute**") arising from or connected with the Notes.

(c) *Appropriate Forum*

The Issuer has, in the Principal Trust Deed, irrevocably agreed that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Secured Creditors to take proceedings*

Condition 17(b) is for the benefit of the Note Trustee, The Security Trustee and the Noteholders only. As a result, nothing in this Condition 17 prevents the Note Trustee and Noteholders from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Note Trustee, the Security Trustee and Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *Process Agent*

The Issuer has, in the Principal Trust Deed, agreed that the process by which any Proceedings in England are begun may be served on it by being delivered to (a) Ogier Global (UK) Limited at 100 Bishopsgate, London EC3A 7LA or its other registered office for the time being or (b) if so specified in the Supplemental Trust Deed in respect of a particular Series of Notes, the agent so specified therein. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall notify the Note Trustee and appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Note Trustee shall be entitled to appoint such a person at the expense of the Issuer by written notice to the Issuer. In respect of each Series of Notes the Issuer may appoint one or more additional process agents. Nothing contained herein shall affect the right of the Note Trustee or Noteholders to serve process in any other manner permitted by law.

18. Third Party Rights

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

FORMS OF THE NOTES

Notes may, subject to all applicable legal and regulatory requirements, be issued in Series comprising Notes in registered form (“**Registered Notes**”), as specified in the relevant Pricing Supplement.

Bearer Notes

Notes will not be issued in bearer form.

Pricing Supplement applicable to the Notes

The Pricing Supplement applicable to any Registered Certificate will be described under “*Provisions Relating to the Notes while in Registered Form*”.

Legend concerning United States persons

Registered Certificates having a maturity of more than one year and any Coupons and Talons appertaining thereto will bear a legend to the following effect unless the relevant Pricing Supplement specifies that the TEFRA C Rules are applicable or that TEFRA does not apply:

“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.”

The sections referred to in such legend provide that a United States person who holds a Note, Receipt, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale or redemption of such Note, Receipt, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale or redemption will be treated as ordinary income.

Registered Notes

The Notes of each Series sold in reliance on Regulation S under the Securities Act, as specified in the relevant Pricing Supplement, will be represented on issue by one or more global certificates of such Series in fully registered form without interest coupons or principal receipts attached (each a “**Registered Certificate**”) which will be deposited with a common depository for CREST. Beneficial interests in a Registered Certificate may be held only through CREST or their participants at any time. See “*Book-Entry Clearance Procedure*”.

Beneficial interests in Registered Certificates will be subject to certain restrictions on transfer set out herein and in the Agency Agreement, and such Registered Certificates will bear the applicable legends regarding the restrictions set out in the relevant Dealer Agreement.

Except in the limited circumstances described below, owners of beneficial interests in Registered Certificates will not be entitled to receive physical delivery of certificated Notes.

Legends and Transfers

The holder of a Registered Certificate may transfer the Notes represented thereby in whole or in part in the applicable minimum denomination by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer thereon. Upon the transfer or replacement of an Registered Certificate bearing the legend referred to under “*Transfer Restrictions*” or upon specific request for removal of the legend on an Registered Certificate, the Issuer will deliver only Registered Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set out therein are required to ensure compliance with the provisions of the

Securities Act and the Investment Company Act. Registered Certificates for each class of Notes for the Regulation S Notes will bear the same legend as the legend for the Regulation S Registered Certificates for such classes set out under “*Transfer Restrictions*”.

Provisions Relating to the Notes while in Registered Form

Registered Certificates will contain provisions that apply to the Notes which they represent, some of which modify the effect of the Pricing Supplement of the Notes as set out in these Admission Particulars. The following is a summary of certain of those provisions:

Meetings: The holder of a Registered Certificate shall 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 Registered Certificate shall be treated as having one vote in respect of each minimum denomination of Notes for which such Registered Certificate may be exchanged.

Cancellation: Cancellation of any Note represented by a Registered Certificate that is required by the Pricing Supplement to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Registered Certificate.

Notices: So long as any Notes are represented by a Registered Certificate and such Registered Certificate is held by CREST or any other relevant clearing system, notices to the Noteholders may be given, subject always to listing requirements, by delivery of the relevant notice to CREST or any other relevant clearing system for communication by it to entitled account holders in substitution for publication as provided in the Pricing Supplement. Such notices shall be deemed to have been received by the Noteholders on the date of delivery to such clearing systems.

Record Date: Each payment in respect of any Note represented by a Registered Certificate will be made to the person shown as the holder of a Registered Certificate at the close of business on the Clearing System Business Day immediately prior to the due date for payment (the “**Record Date**”) where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

Business Day: Notwithstanding the definition of “Business Day” in Condition 6(k) (*Definitions*) and the definition of “business day” in Condition 8(d) (Non-Business Days), while any Notes are represented by a Registered Certificate and such Registered Certificate is held on behalf of CREST and/or any other relevant clearing system, “Business Day” and “business day” shall mean:

1. if the currency of payment is euro, any day on which the TARGET system is open and a day on which dealings in foreign currencies may be carried on in the Relevant Financial Centre specified in the relevant Pricing Supplement; or
2. if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Relevant Financial Centre specified in the relevant Pricing Supplement.

BOOK-ENTRY CLEARANCE PROCEDURE

*The information set out below has been obtained from CREST and the Issuer believes that such sources are reliable, but prospective investors are advised to make their own enquiries as to such procedures. The Issuer accepts responsibility for the accurate reproduction of such information from information published by CREST and so far as the Issuer is aware and is able to ascertain from the information published by CREST, no facts have been omitted which would render the reproduced information inaccurate or misleading. In particular, such information is subject to the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time (the “**CREST Regulations**”) currently in effect and investors wishing to use the facilities of CREST are therefore advised to confirm the continued applicability of the rules, regulations and procedures of CREST.*

CREST

Custodial and depositary links have been established with the system for the paperless settlement of trades in securities and the holding of uncertificated securities in accordance with the CREST Regulations operated by Euroclear UK and International Limited (“**CREST**”) to facilitate the initial issue of each Series of the Notes and cross-market transfers of the Notes associated with secondary market trading. See “– *Settlement and transfer of Notes*” below.

CREST holds securities for its customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfer between their respective account holders. Indirect access to CREST is available to other institutions which clear through or maintain a custodial relationship with an account holder. CREST provides various services including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. CREST also deals with domestic securities markets in several countries through established depositary and custodial relationships. CREST has established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in Registered Certificates directly through CREST if they are account holders (“**Direct Participants**”) or indirectly (“**Indirect Participants**”) and together with Direct Participants, “**Participants**”) through organisations which are account holders therein.

Book-entry ownership

Each Registered Certificate will have an ISIN and a common code and will be deposited with a common depositary on behalf of CREST.

Each Regulation S Registered Certificate will have an ISIN and a common code and will be registered in the name of a common depositary on behalf of CREST.

Payments and relationship of participants with CREST

Each of the persons shown in the records of CREST as the holder of a Note represented by a Registered Certificate must look solely to CREST for his share of each payment made by the Issuer to the holder of such Registered Certificate and in relation to all other rights arising under the Registered Certificate, subject to and in accordance with the respective rules and procedures of CREST. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Registered Certificate, the common depositary by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant participants’ or account holders’ accounts in CREST with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Registered Certificate (as the case may be) as shown on the records of CREST. The Issuer also expects that payments by Direct Participants in CREST to owners of beneficial interests in any Registered Certificate held through such Direct Participants in CREST will be governed by standing instructions and

customary practices. Save as aforesaid, 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 Registered Certificate and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Registered Certificate in respect of each amount so paid.

Settlement and transfer of Notes

Subject to the rules and procedures of CREST, purchases of Notes held within CREST must be made by or through Direct Participants, which will receive a credit for such Notes on CREST's records. The ownership interest of each actual purchaser of each such Note (the "Beneficial Owner") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from CREST of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within CREST will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners.

CREST has no knowledge of the actual Beneficial Owners of the Notes held within CREST and its records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by CREST to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. CREST can only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, so the ability of a person having an interest in a Registered Certificate to pledge such interest to persons or entities that do not participate in CREST, or otherwise take actions in respect of such interest, may be affected by a lack of a physical certificate in respect of such interest.

Trading between CREST participants

Secondary market sales of book-entry interests in the Notes held through CREST to purchasers of book-entry interests in the Notes held through CREST will be conducted in accordance with the normal rules and operating procedures of CREST (subject to the transfer restrictions applicable to the Notes described in "*Transfer Restrictions*") and will be settled using the procedures applicable to conventional Eurobonds and U.S. dollar denominated bonds.

PRO FORMA PRICING SUPPLEMENT

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the “**FSMA**”) and any rules or regulations made under FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (“**UK MiFIR**”). Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Details of any negative target market to be included if applicable]. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients as defined in UK MiFIR; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Details of any negative target market to be included if applicable]. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

Pricing Supplement dated [●]

Newpoint Surety Asset Finance Ltd.

Legal entity identifier (LEI): 2138006BUENZUPM12S04

Issue of [Series [●] [Aggregate Nominal Amount of Series] [Title of Notes]

under the Note Programme

PART A – CONTRACTUAL TERMS

This document constitutes the Pricing Supplement of the Notes and must be read in conjunction with the Admission Particulars dated [date] [and the supplement(s) to it dated [date]] ([together,] the “Admission Particulars”) in order to obtain all the relevant information[, save in respect of the Conditions (as referred to below) which are extracted from the Admission Particulars dated [original date]].

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Admission Particulars dated [[original] date] [and the supplement(s) to it dated [date]] [which are incorporated by reference into the Admission Particulars].

No prospectus is required in accordance with Regulation (EU) 2017/1129 as it forms part of the domestic law of the UK by the virtue of the EUWA (the “**UK Prospectus Regulation**”) for the issue of Notes described below. The Financial Conduct Authority has neither approved nor reviewed this Pricing Supplement.

[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 (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Pricing Supplement.]

- | | | | |
|----|-------|-----------------------------------|---|
| 1. | (i) | Issuer: | Newpoint Surety Asset Finance Ltd. |
| 2. | (ii) | Series Number: | [●] |
| | (iii) | Tranche Number: | [●] |
| 3. | | Specified Currency or Currencies: | [●] |
| 4. | | Aggregate Nominal Amount: | [●] |
| | | (i) Series: | [●] |
| | | (ii) Tranche: | [●] |
| 5. | | Issue Price: | [●] percent of the Aggregate Nominal Amount [plus accrued interest from [<i>insert date</i>] (if applicable)] |
| 6. | (i) | Specified Denominations: | [●] |
| | (ii) | Calculation Amount: | [●] |
| 7. | (i) | Issue Date: | [●] |

- (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
8. Maturity Date: [Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9. Interest Basis: [● per cent Fixed Rate]
[[● month [EURIBOR/SONIA]] +/- [●] per cent Floating Rate]
10. Redemption/Payment Basis: [Zero Coupon]
Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●]/[100]] per cent of their nominal amount
11. (i) Status of the Notes: Senior
- (ii) Date Board approval for issuance of Notes obtained: [●]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If note applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest [●] per cent per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Day Count Fraction: [30/360 / Actual/Actual (ICMA) /include any other option from the Conditions]
- (v) [Determination Dates: [●] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (vi) [Ratings Step-up/Step-down: [Applicable/Not Applicable]
13. Floating Rate Note Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): [[●] [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not

- subject to any adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
- (ii) Specified Interest Payment Dates: [[●] in each year [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
- (iii) First Interest Payment Date: [●]
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] [Not Applicable]
- (v) Business Centre(s): [●]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]): [●]
- (viii) Screen Rate Determination:
- Reference Rate: [●] month [SONIA / EURIBOR]
 - Interest Determination Date(s): [●]
 - r: [●]
- (ix) ISDA Determination:
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (x) [Linear Interpolation:] Not Applicable/Applicable – the Rate of Interest for the [long/ short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)
- (xi) Margin(s): [+/-][●] per cent per annum
- (xii) Minimum Rate of Interest: [●] per cent per annum

- (xiii) Maximum Rate of Interest: [●] per cent per annum
- (xiv) Day Count Fraction: [●]
- (xv) [Ratings Step-up/ Step-down:] [Applicable/Not Applicable]
- [- Step-up/Step-down Margin:] [●] per cent per annum]]
- 14. Zero Coupon Note Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
 - (i) [Amortisation /Accrual Yield:] [●] per cent per annum
 - (ii) [Reference Price:] [●]
 - (iii) [Day Count Fraction in relation to Early Redemption Amounts:] [[30/360][Actual/360] [Actual/365]] *(Include any other option from the Conditions)*

PROVISIONS RELATING TO REDEMPTION

- 15. Call Option [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
 - (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount [/ Spens Amount/Make-whole Amount] *(If Spens Amount or Make-whole Amount is selected, include items (A) to (E) below or relevant options as are set out in the Conditions)*
 - [(A) Reference Bond:] [Insert applicable Reference Bond]]
 - [(B) Quotation Time:] [●]
 - [(C) Redemption Margin:] [●] per cent]
 - [(D) Determination Date:] [●]
 - [(E) Reference Dealers:] [●]
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [●] per Calculation Amount

- (b) Maximum Redemption Amount: [●] per Calculation Amount
- (iv) Notice period: [●] days
16. Put Option [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- Notice period: [●] days
17. Final Redemption Amount of each Note: [●]/[Par] per Calculation Amount
18. Early Redemption Amount
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●]/[Par] per Calculation Amount

PROVISIONS RELATING TO REDEMPTION

19. Form of Notes: **Bearer Notes:** [●]
- Registered Notes:**
[Regulation S Global Note (US\$/€[●] nominal amount) registered in the name of a nominee for [a common depository for CREST]
20. New Global Note: [Yes] [No]
21. Financial Centre(s): [Not Applicable/give details] *(Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub paragraph 13(v) relates)*
22. Talons for future Coupons to be attached to Definitive [No/Yes. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into

Notes (and dates on which such Talons mature): definitive form, more than 27 coupon payments are still to be made.]

PROVISIONS RELATING TO THE COLLATERAL

23. NMS Notes
- (a) Face Value: [●];
 - (b) Maturity: [●];
 - (c) Redemption Provisions: [●];
 - (d) CUSIP: [●];
 - (e) ISIN: [●]; and
 - (f) BB Number: [●];
24. U.S Treasuries securing the NMS Notes:
- (a) Face Value: U.S. [●];
 - (b) Maturity: [●];
 - (c) Redemption Provisions: [●];
 - (d) CUSIP: [●]; and
 - (e) ISIN: [●];

THIRD PARTY INFORMATION

[(Relevant third party information) has been extracted from (specify source). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **Newpoint Surety Asset Finance Ltd.:**

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing London

- (ii) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to admitted to trading on the ISM with effect from [●]. The Notes admitted to trading on the ISM are not admitted to the Official List of the FCA.
- (iii) Estimate of total expenses related to admission to trading: [●]
- 2. RATINGS** The Notes to be issued [have been] [are expected to be] rated: [Moody's: [●]]
- 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**
[●]/[Save as discussed in “*Subscription and Sale*”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]
- 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS, TOTAL EXPENSES AND NET PROCEEDS]**
- (i) [Reasons for the offer: [●]]
- (ii) [Estimated net proceeds: [●]]
- (iii) [Estimated total expenses: [●]]
- (iv) [Use of Proceeds:] [●]]
- 5. [FIXED RATE NOTES – YIELD]**
- Indication of yield: [●]]
- 6. PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING INDEX**
- (i) Name of underlying index: Not Applicable
- (ii) Information about the Index, its volatility and past and future performance can be obtained from: Information on Index Not Applicable
- 7. OPERATIONAL INFORMATION**
- Any clearing system(s) other than DTC, Euroclear Bank S.A./N.V. and Clearstream Banking Société Anonyme and the relevant identification number(s): [CREST]
- Delivery: Delivery [against/free of] payment
- Delivery: Delivery [against/free of] payment
- ISIN Code: Regulation S [●]

Prohibition of Sales to EEA Retail Investors:	Applicable
Prohibition of Sales to UK Retail Investors	Applicable

TAX CONSIDERATIONS

UNITED KINGDOM TAXATION

The following is a summary of the UK withholding taxation treatment in relation to payments of interest and certain types of principal in respect of the Notes based on current law and published practice in the UK as at the date of these Admission Particulars. The comments do not purport to be a complete analysis of all tax considerations relating to the Notes, and do not deal with other UK tax aspects of acquiring, holding or disposing of the Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. The summary set out below is a general guide and should be treated with appropriate caution. Prospective purchasers who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK should consult their professional advisors. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the UK.

Interest on the Notes

The Notes issued by the Issuer will constitute “quoted Eurobonds” within the meaning of section 987 of the Income Tax Act 2007 (the “Act”) provided they carry a right to interest and they are and continue to be listed on a “recognised stock exchange” within the meaning of section 1005 the Act as it applies for the purposes of section 987 of the Act. The London Stock Exchange has been designated as a recognised stock exchange for these purposes. The Notes will be treated as listed on the London Stock Exchange if they are admitted to the Official List of the FCA and are admitted to trading on the London Stock Exchange. While the Notes are and continue to be quoted Eurobonds, payments of interest on the Notes may be made without withholding or deduction for or on account of UK income tax.

Provided the Notes carry a right to interest and are and continue to be admitted to trading on a “multilateral trading facility” operated by a UK, Gibraltar or EEA regulated recognised stock exchange (within the meaning of section 987 of the Income Tax Act 2007 (“ITA”) and section 1005 of the ITA), payments of interest by the Issuer on the Notes may be made without withholding or deduction for or on account of United Kingdom income tax. The ISM is a multilateral trading facility operated by a UK, Gibraltar or EEA regulated recognised stock exchange (the London Stock Exchange) for these purposes.

A further exclusion from the obligation to make a withholding on account of income tax applies where, at the time the payment is made, the Issuer reasonably believes either that the beneficial owner of the interest is a UK resident or non-UK resident company within the charge to United Kingdom corporation tax as regards the payment of interest or that the recipient falls within a list of specified entities and bodies, provided HM Revenue & Customs has not given a direction that this exemption shall not apply, having reasonable grounds for believing the conditions for this exclusion will not be met at the time the payment is made.

In all other cases, interest on the Notes will generally be paid by the Issuer under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) unless: (i) another relief or exemption applies; or (ii) the Issuer has received a direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

Where Notes are issued at an issue price of less than 100 per cent. of their nominal amount, any payments in respect of the accrued discount element on any such Notes will not be subject to any withholding or deduction for or on account of income tax.

JERSEY TAXATION

The following summary of Jersey taxation law in relation to the holding, sale or other disposition of Notes by Noteholders (other than Jersey residents) and the payment of interest in respect of the Notes to Noteholders (other than Jersey residents) is based on Jersey taxation law as it is understood to apply at the date of these Admission Particulars. It does not constitute legal or tax advice. Noteholders should consult their professional advisers on the implications of acquiring, buying, holding, selling or otherwise disposing of Notes under the laws of the jurisdictions in which they may be liable to taxation. Noteholders should be aware that tax laws, rules and practice and their interpretation may change.

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), the Issuer will be regarded as resident in Jersey under Article 123(1) of the Jersey Income Tax Law provided that (and for so long as) the conditions set out in that Article do not apply (and it is expected that such conditions will not apply). However, the Issuer (being neither a financial services company, a specified utility company, a large corporate retailer nor in the trade of importing into Jersey and/or supplying in Jersey hydrocarbon oil under the Jersey Income Tax Law at the date of this Prospectus, will (except as noted below) be subject to Jersey income tax at a rate of zero per cent.

The Issuer is not required to make any deduction or withholding in respect of Jersey taxation from any payment of interest it may make in respect of the Notes provided that the recipient Noteholder:

- (a) is not resident in Jersey for Jersey income tax purposes; and
- (b) does not carry on business in Jersey through a permanent establishment situated in Jersey from which the payment is derived.

Goods and Services Tax

The Issuer is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, the Issuer is not required to:

- 1. register as a taxable person pursuant to the GST Law;
- 2. charge goods and services tax in Jersey in respect of any supply made by it; or
- 3. (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

Jersey does not levy VAT.

Stamp Duty

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. Stamp duty of up to 0.75 per cent. is payable on the grant of probate or letters of administration in Jersey in respect of a deceased natural person (i) who died domiciled in Jersey, on the value of the entire estate (including any Notes or interests therein) and (ii) otherwise, on the value of so much of the estate (including any Notes or interests therein) if any, as is situate in Jersey. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Notes.

Organisation for Economic Co-operation and Development (OECD) Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically

exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standard) (Jersey) Regulations 2015 which came into force 1 January 2016. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Jersey has committed to a common implementation timetable which has seen the first exchange of information in 2017 in respect of accounts open at end of 2015, with further countries also committed to implement the new global standard.

Noteholders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of the Notes.

IGA between Jersey and the United States

The United States Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the United States known as the Foreign Account Tax Compliance Act (“**FATCA**”). Under FATCA, a 30 per cent. withholding tax may be imposed on payments of United States source income and certain payments of proceeds from the sale of property that could give rise to United States source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect United States holders of Notes to the United States Internal Revenue Service (“**IRS**”) or to the relevant Jersey authority for onward transmission to the IRS. A holder of Notes issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent. withholding tax with respect to any payments directly or indirectly attributable to United States sources and the Issuer might be required to redeem any Notes held by such holder. On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014. Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Notes issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Notes held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Notes.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE IMPORTANT TO A PARTICULAR INVESTOR. EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT OF AN INVESTMENT IN THE NOTES.

SUBSCRIPTION AND SALE

Dealer Agreement

Notes may be sold from time to time by the Issuer to any dealer appointed from time to time (the “**Dealers**”) in each case acting as principal or to subscribers from whom subscriptions have been procured by the Dealers, in each case pursuant to the Dealer agreement dated [●] 2023 made between, among others, the Issuer, and the Dealers (the “**Dealer Agreement**”). The arrangements under which a particular Series of Notes may from time to time be agreed to be sold by the Issuer to subscribers are set out in the Dealer Agreement relating to Series of Notes. Any such agreement will, inter alia, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the subscribers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series of Notes.

United States of America

The Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons and, in each case, in circumstances that will not require the Issuer to register under the Investment Company Act. Terms used in this paragraph have the meaning given to them in Regulation S.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and Treasury regulations promulgated thereunder.

Unless otherwise provided in the relevant Pricing Supplement, the Notes will be offered, sold and delivered only (i) outside the United States, to persons who are neither U.S. persons nor U.S. residents, in offshore transactions in reliance on Regulation S.

Each Dealer has agreed that it has offered and sold, and it will offer and sell, Regulation S Notes of any Series (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Regulation S Notes are a part, as determined and certified to the Paying Agent by the relevant Dealer (or in the case of a sale of an identifiable tranche of Regulation S Notes to or through more than one relevant Dealer, by each of such relevant Dealers as to the Regulation S Notes of such identifiable tranche purchased by or through it, in which case the Paying Agent shall notify each such relevant Dealer when all such relevant Dealers have so certified), only in accordance with Rule 903 of Regulation S. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts in the United States with respect to Regulation S Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer and its affiliates will also agree that, at or prior to confirmation of sale of Regulation S Notes to a distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Regulation S Notes from it during the distribution compliance period it will send to such purchaser a confirmation or notice stating that such purchaser is subject to the foregoing restrictions on offers and sales. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes comprising any Series, any 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.

Due to the restrictions set forth above and in the relevant Pricing Supplement, purchasers of the Notes are advised to consult legal counsel prior to making an offer to purchase or to re-sell, pledge or otherwise transfer the Notes.

Purchasers of Notes shall be deemed to have made the representations set forth under “*Transfer Restrictions*”.

Prohibition of sales to EEA and UK Retail Investors

Each relevant Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by these Admission Particulars as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (ii) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Each Dealer has represented, warranted and agreed that:

- (1) ***No deposit-taking***: in relation to any Notes having a maturity of less than one year:
 - (1) 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
 - (2) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (1) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (2) 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 FSMA by the Issuer;
- (2) ***Financial Promotion***: 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 circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (3) ***General Compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealer.

No representation is made that any action has been or will be taken in any country or any jurisdiction by any Dealer, the Issuer or the Guarantor that would permit a public offering of any of the Notes, or possession or distribution of these Admission Particulars or any other offering or publicity material or any Pricing Supplement relating to any of the Notes, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply, to the best of its knowledge and belief in all material respects, with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers any of the Notes or has in its possession or distributes these Admission Particulars or any such other material or any Pricing Supplement relating to any of the Notes, in all cases at its own expense.

TRANSFER RESTRICTIONS

The Notes in respect thereof have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction, and the Issuer has not registered and does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). Accordingly, to ensure compliance with applicable laws, including the Securities Act, transfers of the Notes (or beneficial interests therein) will be subject to restrictions and to certification requirements as set forth below (as the same may be amended, supplemented or modified in respect of a particular Series pursuant to the relevant Pricing Supplement).

General

Registered Certificates may be transferred only to a common depository for CREST.

On or prior to the 40th day after the later of the commencement of the offering and the relevant Issue Date, ownership of interests in a Regulation S Registered Certificate will be limited to persons who have accounts with CREST, or persons who hold interests through CREST.

THE NOTE REPRESENTED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE ISSUER THEREOF HAS NOT AND DOES NOT INTEND TO REGISTER UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**INVESTMENT COMPANY ACT**”). THIS NOTE (AND ANY BENEFICIAL INTEREST THEREIN) MAY NOT BE REOFFERED, RESOLD, PLEDGED, EXCHANGED OR OTHERWISE TRANSFERRED EXCEPT IN A TRANSACTION EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT UNDER CIRCUMSTANCES THAT WOULD NOT REQUIRE THE ISSUER TO REGISTER AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT AND IN COMPLIANCE WITH ANY OTHER APPLICABLE SECURITIES LAWS.

EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES THIS NOTE (OR A BENEFICIAL INTEREST THEREIN) BY ACCEPTING DELIVERY HEREOF (OR OF AN INTEREST HEREIN) IS DEEMED TO REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE FOR THE BENEFIT OF THE ISSUER AND THE NOTE TRUSTEE THAT IT, AND EACH PERSON FOR WHICH IT IS ACTING, WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND EXCEPT: (1) TO THE ISSUER; OR (2) OUTSIDE THE UNITED STATES, TO A PERSON WHO IS NEITHER A U.S. PERSON (AS DEFINED IN REGULATION S) NOR A U.S. RESIDENT (AS DETERMINED FOR PURPOSES OF THE INVESTMENT COMPANY ACT) IN AN OFFSHORE TRANSACTION (AS DEFINED IN REGULATION S) PURSUANT TO RULE 903 OR RULE 904 OF REGULATION S; AND IN EACH CASE IN A PRINCIPAL AMOUNT (FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH SUCH PURCHASER IS ACTING) OF NOT LESS THAN THE MINIMUM DENOMINATION SPECIFIED FOR THIS NOTE PURSUANT TO THE PRINCIPAL TRUST DEED.

Part A It acknowledges that the Issuer, the Registrar, the Note Trustee, the Security Trustee their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase is no longer accurate, it shall promptly notify the Issuer, the Registrar, the Note Trustee, and the Dealers.

Regulation S Notes

Each purchaser or transferee of any Notes (or beneficial interest therein) will be deemed to have represented, warranted, acknowledged and agreed for the benefit of the Issuer and the Note Trustee as follows:

- (1) In connection with the purchase of the Notes (a) none of the Issuer, the Dealers, the Note Trustee, the Security Trustee or any affiliate thereof or any person acting on behalf of the foregoing, is acting as a fiduciary or financial or investment advisor for the purchaser; (b) the purchaser is not relying (for the purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, or the Dealers or any affiliate thereof, the Note Trustee, the Security Trustee or any person acting on behalf of the foregoing, other than in the Pricing Supplement and these Admission Particulars and any representations expressly set forth in a written agreement with such party; (c) none of the Issuer, or the Dealers or any affiliate thereof, the Note Trustee, the Security Trustee or any person acting on behalf of the foregoing, has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Principal Trust Deed) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, or the Dealers or any affiliate thereof, the Note Trustee, the Security Trustee or any person acting on behalf of the foregoing; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; (f) the purchaser is a sophisticated investor; and (g) the purchaser understands that these acknowledgements, representations, and agreements are required in connection with U.S. securities laws and it agrees to indemnify and hold harmless the Issuer, the Dealers, the Note Trustee, the Security Trustee and any affiliates thereof from and against all losses, liabilities, claims, costs, charges and expenses which they may incur by reason of its failure to fulfil any of the terms, conditions or agreements set forth above or by reason of any breach of its representations and warranties herein.
- (2) It is, and the person, if any, for whose account it is acquiring the Notes is, located outside the United States and is neither a U.S. person nor a U.S. resident and is purchasing for its own account or one or more accounts, each of which is neither a U.S. person nor a U.S. resident and as to each of which the purchaser exercises sole investment discretion, in an offshore transaction in accordance with Regulation S, and is aware that the sale of the Notes to it is being made in reliance on the exemption from registration provided by Regulation S. It understands that these acknowledgements, representations, and agreements are required in connection with U.S. securities laws and it agrees to indemnify and hold harmless the Issuer, the Dealers, the Note Trustee, the Security Trustee and any affiliates thereof from and against all losses, liabilities, claims, costs, charges and expenses which they may incur by reason of its failure to fulfil any of the terms, conditions or agreements set forth above or by reason of any breach of its representations and warranties herein.
- (3) It understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act.
- (4) It acknowledges that the Issuer, the Registrar, the Note Trustee, The Security Trustee and the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, it hereby consents to such reliance, and agrees

that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Regulation S Notes is no longer accurate, it shall promptly notify the Issuer, the Registrar, the Note Trustee, the Security Trustee and the Dealers.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Notes thereunder have been duly authorised by resolutions of the Board of Directors of the Issuer passed at a meeting of the Board held on [●] 2023. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Listing of Notes

It is expected that each Series of Notes admitted to the Official List and to trading on the Market will be admitted separately as and when issued, subject only to the issue of a Registered Certificate or Notes initially representing the Notes of such Series. The listing of the Programme in respect of Notes is expected to be granted on [●] 2023.

It is expected that each Tranche of Notes which is to be admitted to trading on the ISM will be admitted separately as and when issued, subject only to the issue of a Registered Certificate or Notes initially representing the Notes of such Series. Application has been made to the London Stock Exchange for such Notes to be admitted to trading on the ISM. Notes admitted to trading on the ISM are not admitted to the Official List of the FCA.

Documents Available

For so long as the Programme remains in effect or any Notes shall be outstanding, copies of the following documents will be available for inspection on [Newpoint Surety Asset Finance Ltd.'s] website [https://www.\[Newpointsuretyassetfinance.com\]](https://www.[Newpointsuretyassetfinance.com]):

1. the Memorandum and Articles of Association of the Issuer;
2. the unaudited financial statements of the Issuer;
3. a copy of these Admission Particulars, including all documents incorporated by reference herein;
4. each Pricing Supplement relating to Notes; and
5. the Principal Trust Deed and each Supplemental Trust Deed.

Clearing Systems

The Notes have been accepted for clearance through CREST. The appropriate common code and ISIN for each Series of Notes allocated by CREST will be specified in the applicable Pricing Supplement together with the CUSIP number (if applicable).

The address of CREST is Cannon Street, London EC4M 5SB, United Kingdom.

Significant or Material Change

Yields

The yield for any particular Series or Tranche of Notes will be specified in the applicable Pricing Supplement and will be calculated at the Issue Date on the basis of the Issue Price. The applicable Pricing Supplement in respect of any Floating Rate Notes will not include any indication of yield. The yield specified in the applicable Pricing Supplement in respect of a Tranche of Notes will not be an indication of future yield.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) within a period of 12 months preceding the date of these Admission Particulars which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer;

Availability of Financial Statements

As at the date hereof, the Issuer has not conducted substantial operations since its incorporation. The audited annual financial statements of the Issuer are expected to be prepared by Ogier Global (Jersey) Limited and audited by BDO Limited, commencing with the period ended 31 December 2023. The unaudited financial statements for the period ended 31 December 2022 have been prepared by Ogier Global (Jersey) Limited and are attached hereto. All future audited annual financial statements (and any published interim financial information) of the Issuer will be available free of charge in accordance with “*Documents Available*” above.

Auditors

The accounting reference date for the Issuer is December 31st.

BDO Limited’s address is Windward House, La Route de la Liberation, St. Helier, Jersey JE1 1BG.

BDO Limited is regulated by the Institute of Chartered Accountants in England and Wales.

Information in respect of the Notes

The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Pricing Supplement of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

Material Contracts

The Issuer has not entered into any contracts outside the ordinary course of its business that are not described herein.

Third party information

Any third party information referred to in these Admission Particulars has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

PROGRAMME INFORMATION

The Issuer is a special purpose financing entity established for the purpose of issuing asset backed securities, in particular, the Notes. Under the Programme the Issuer may, subject to all applicable legal and regulatory requirements, from time to time issue Notes in registered form (the “**Registered Notes**”). Copies of each Pricing Supplement (as defined below) will be available (in the case of all Notes) from the specified office of the Issuer.

Details of the aggregate principal amount, interest (if any) payable, the issue price and any other conditions not contained herein, which are applicable to each Tranche of each Series of each Class of each Series (all as defined below) will be set forth in a set of Pricing Supplement (the “**Conditions**”), or in a separate prospectus specific to such Tranche (a “**Pricing Supplement**”), see “*Pricing Supplement*” below. In the case of a Tranche of Notes which are the subject of a Pricing Supplement, each reference in these Admission Particulars to information being specified or identified in the relevant Pricing Supplement shall be read and construed as a reference to such information being specified or identified in the relevant Pricing Supplement, unless the context requires otherwise. The Pricing Supplement will be delivered to the London Stock Exchange on or before the relevant date of issue of the Notes of such Tranche. The Issuer may agree with any Dealer and the Note Trustee that Notes may be issued in a form not contemplated by the Pricing Supplement (as defined below) herein, in which event a Pricing Supplement, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Notes issued under the Programme will be issued in series on each Issue Date (each a “**Series**”) and each Series may comprise multiple Tranches (each a “**Tranche**”). Each Series of Notes may be zero-coupon, fixed rate or Floating Rate and may be denominated in sterling, euro or U.S. dollars, (or in other currencies subject to compliance with applicable laws). Investors in the Notes are notified that the Issuer has issued Notes under this Programme and may from time to time in the future issue further Notes under this Programme, the terms of which will be specified in the relevant Pricing Supplement.

If any withholding or deduction for or on account of tax is applicable to the Notes, payments of interest on, principal of and premium (if any) on, the Notes will be made subject to such withholding or deduction, without the Issuer being obliged to pay any additional amounts as a consequence.

If issued under the relevant Pricing Supplement, Notes will be represented on issue by beneficial interests in one or more global certificates (each a “**Regulation S Registered Certificate**”), in fully registered form, without interest coupons attached, which will be deposited with, and registered in the name of, a common depositary for CREST. Ownership interests in the Regulation S Registered Certificates will be shown on, and transfers thereof will only be affected through, records maintained by CREST, and their respective participants. Notes in definitive, certificated and fully registered form will be issued only in the limited circumstances described herein. In each case, purchasers and transferees of Notes will be deemed to have made certain representations and agreements. See “*The Notes*” and “*Subscription and Sale*” above.

AVAILABLE INFORMATION

By requesting copies of the documents referred to herein or by making any other requests for additional information relating to the issue of the Notes or to the Issuer, each potential investor agrees to keep confidential the various documents and all written information which from time to time has been or will be disclosed to it, to the extent that such documents or information are not otherwise publicly available, and agrees not to disclose any portion of such information to any person except in connection with the proposed resale of the Notes or as required by law.

FORWARD-LOOKING STATEMENTS

These Admission Particulars contains various forward-looking statements regarding events and trends that are subject to risks and uncertainties, including but not limited to those set out in the section entitled “*Risk Factors*”, that could cause the actual results and financial position of the Issuer to differ materially from the information presented herein. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

ENFORCEABILITY OF JUDGMENTS

A judgment of a court of the United States is not directly enforceable in Jersey. While there is no recent conclusive authority in Jersey law, the Jersey courts are likely to recognise as valid a final judgment for a liquidated sum of money, which is not in respect of taxes, fines, penalties or other similar fiscal or revenue liabilities, rendered against the Issuer by any competent superior court in the United States, provided that such judgment is obtained without fraud, in accordance with the principles of natural justice, is not contrary to public policy, and that the proceedings in the court of the United States were duly served.

Where a foreign court (being a court of any country or territory outside the UK other than one for whose international relations the UK is responsible) has given a judgment for multiple damages against a qualifying defendant the amount which may be payable by such defendant may be limited by virtue of the Protection of Trading Interests Act 1980 (as extended to Jersey by the Protection of Trading Interests Act 1980 (Jersey) Order, 1983) which provides that such qualifying defendant may be able to recover such amount paid by it as represents the excess in such multiple damages over the sum assessed as compensation by the court that gave the judgment.

The Issuer is a private company incorporated with limited liability in Jersey. Its assets are located outside the United States. In addition, all of its officers and directors reside outside the United States and most of the assets of the persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons not residing in the United States with respect to matters arising under the federal or state securities laws of the United States, or to enforce against any of them judgments of the courts of the United States predicated upon the civil liability provisions of such securities laws. There is a doubt as to the enforceability in Jersey, in original actions or in actions for the enforcement of judgements of U.S. courts, of civil liabilities predicated solely upon such securities laws.

RESPONSIBILITY STATEMENTS

The Issuer and its directors accept responsibility for the information contained in these Admission Particulars. To the best of the knowledge of the Issuer and each of the directors, the information contained in these Admission Particulars is in accordance with the facts and these Admission Particulars makes no omission likely to affect its import.

No person has been authorised to give any information or to make representations other than the information or the representations contained in these Admission Particulars in connection with the Issuer, or the offering or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, the Dealers, the Note Trustee or the Security Trustee. Neither the delivery of these Admission Particulars nor any offering or sale of Notes made in connection herewith shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof. Unless otherwise indicated herein, all information in these Admission Particulars is given as of the date of these Admission Particulars. This document does not constitute an offer of, or an invitation by, or on behalf of, the Issuer or any Dealer to subscribe for, or purchase, any of the Notes.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Dealer, the Note Trustee, the Security Trustee, the Account Provider or the Agents (together, the “**Other Parties**”) as to the accuracy or completeness of the information contained or incorporated by reference in these Admission Particulars or any other information supplied in connection with the Notes or their distribution. The statements made in this paragraph are without prejudice to the respective responsibilities of the Issuer. Each person receiving these Admission Particulars acknowledges that such person has not relied on any Dealer, the Note Trustee or the Security Trustee or any Other Party nor on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

The Issuer believes that it is not, and after giving effect to any offering and sale of any Notes and the application of the proceeds thereof will not be, a “covered fund” for the purposes of Section 13 of the U.S. Bank Holding Company Act of 1956, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (commonly known as the “**Volcker Rule**”). Any prospective investor in the Notes, including a U.S. or foreign bank or subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule. The Issuer has not registered and does not intend to register under the Investment Company Act in reliance upon the exemption outlined in Rule 3a-5 under such Act.

PRICING SUPPLEMENTS AND SUPPLEMENTARY ADMISSIONS PARTICULARS

In this section the expression “necessary information” means, in relation to any Series of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer has included in these Admission Particulars all of the necessary information except for information relating to the Notes which is not known at the date of these Admission Particulars and which can only be determined at the time of an individual issue of a Series of Notes.

Any information relating to the Notes which is not included in these Admission Particulars and which is required in order to complete the necessary information in relation to a Series of Notes will be contained in the relevant Pricing Supplement. Such information will be contained in the relevant Pricing Supplement, unless any of such information constitutes a significant new factor relating to the information contained in these Admission Particulars in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in a supplement to these Admission Particulars.

For each Series of Notes the Pricing Supplement will, for the purposes of that Series only, supplement, amend and/or replace these Admission Particulars and must be read in conjunction with these Admission Particulars. The terms applicable to any particular Series of Notes are the terms of these Admission Particulars as supplemented, amended and/or replaced to the extent described in the relevant Pricing Supplement. In the case of a Series of Notes which is the subject of a supplement to these Admission Particulars, each reference in these Admission Particulars to information being specified or identified in the relevant Pricing Supplement shall be read and construed as a reference to such information being specified or identified in the relevant supplement to the Admission Particulars unless the context requires otherwise.

Following the preparation of these Admission Particulars a supplement may be prepared by the Issuer. 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 these Admission Particulars. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of these Admission Particulars.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in these Admission Particulars, prepare a supplement to these Admission Particulars or prepare new Admission Particulars for use in connection with any subsequent issue of Notes. Such supplement would be submitted to the ISM for review prior to publication in accordance with the ISM Rulebook.

BENCHMARKS REGULATION

Amounts payable under the Notes may be calculated by reference to EURIBOR and SONIA which is provided by the European Money Markets Institute and ICE Benchmark Administration Limited. As at the date of these Admission Particulars, ICE Benchmark Administration Limited does appear on the register of administrators and benchmarks established and maintained by the FCA pursuant to article 36 of the Benchmarks Regulation.

As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the European Money Markets Institute is not currently required to obtain authorisation or registration. As far as the Issuer is aware, by virtue of the exception for central banks set out in Article 2(a) of the Benchmarks Regulation, the Bank of England is not currently required to obtain authorisation or registration.

DOCUMENTS BY REFERENCE

These Admission Particulars should be read and construed in conjunction with the documents specified in the cross-reference list below, which documents shall be incorporated in, and form part of, these Admission Particulars; provided, however, that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of these Admission Particulars to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of these Admission Particulars. Any further information or documents incorporated by reference in the documents incorporated by reference below does not form part of these Admission Particulars. Information contained in the documents incorporated by reference into these Admission Particulars, which is not itself incorporated by reference herein, is not relevant for investors.

The Issuer will provide, without charge, to each person to whom a copy of these Admission Particulars has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the registered offices of the Issuer, and such documents will be available upon request for the life of these Admission Particulars.

Copies of the documents incorporated by reference in these Admission Particulars may be viewed electronically and free of charge at [https://www.\[Newpointsuretyassetfinance.com\]](https://www.[Newpointsuretyassetfinance.com]) (the “**Special Purpose Website**”). The Special Purpose Website is provided for convenience only, and its content does not form any part of these Admission Particulars. The information incorporated by reference into these Admission Particulars is an important part of these Admission Particulars.

The list below sets out the details of each of the documents incorporated by reference in these Admission Particulars.

- (i) Master Schedule of Definitions;
- (ii) Principal Trust Deed;
- (iii) Account Services Agreement;
- (iv) Custody Agreement;
- (v) Agency Agreement;
- (vi) Dealer Agreement;
- (vii) Hedging Agreement;
- (viii) Programme Administration Agreement;
- (ix) Security Documents; and
- (x) The United States Department of the Treasury, Fiscal Year 2022 Agency Financial Report.

PRESENTATION OF FINANCIAL INFORMATION

The financial year end for the Issuer is December 31. The unaudited financial statements for the year ended 31 December 2022, prepared by Ogier Global (Jersey) Limited are attached hereto. There has been no material adverse changes in the Issuer since the date of the last published unaudited financial statements. The first set of audited financial statements are expected to be prepared by Ogier Global (Jersey) Limited and audited by BDO Limited for the year ended 31 December 2023.

UNAUDITED FINANCIAL STATEMENTS

**Newpoint Surety Asset Finance Ltd
Annual report and Unaudited Financial Statements
For the period ended 31 December 2022**

Newpoint Surety Asset Finance Ltd
Annual report and Unaudited Financial Statements
For the period ended 31 December 2022

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Company Information

Directors	Vanessa Blanchet (appointed 22 March 2022) Donna Laverty (appointed 22 March 2022, resigned 12 May 2022) Cheryl Heslop (appointed 12 May 2022)
Company Secretary	Ogier Global Company Secretary (Jersey) Limited (appointed 21 March 2022)
Registered Number	141787
Date of Incorporation	21 March 2022
Place of Incorporation	Jersey
Registered Office	3rd Floor 44 Esplanade St. Helier Jersey JE4 9WG
Administration Office	3rd Floor 44 Esplanade St. Helier Jersey JE4 9WG

Newpoint Surety Asset Finance Ltd
Index to the Financial Statements
For the year ended 31 December 2022

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Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Directors' Report

The Directors present their report together with the unaudited financial statements of Newpoint Surety Asset Finance Ltd ('the Company') for the period from incorporation on 21 March 2022 to 31 December 2022.

Principal activity

The principal activity of the Company is to issue notes under a programme. The purpose of setting up the entity is to purchase securities or collateral from NFG and/or to issue securities or lend money to insurance companies for regulatory capital purposes.

Results and dividends

The results for the period are shown on page 3.

The Directors do not recommend the payment of a dividend for the period.

Directors

The Directors who served during the period were:

Vanessa Blanchet (appointed 22 March 2022)

Donna Laverty (appointed 22 March 2022, resigned 12 May 2022)

Cheryl Heslop (appointed 12 May 2022)

Statement of Directors' responsibilities

The Directors are required by the Companies (Jersey) Law 1991 to prepare financial statements for each financial period which give a true and fair view of the state of affairs of the Company as at the end of the financial period and of the income and expenditure for that period. Under that law they have elected to prepare the financial statements in accordance with International Financial Reporting Standards (IFRS) as issued by the IASB.

In preparing these financial statements, the Directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- assess the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern; and
- use the going concern basis of accounting unless they either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

The Directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that the financial statements comply with the Companies (Jersey) Law 1991, as amended.

The Directors are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The Directors confirm they have complied with the above requirements throughout the year and subsequently.

Financial Statements for the period ended 31 December 2022

Directors' Report

Going concern

The Company is in a net current asset position as at the financial period. Therefore, the Directors have reasonable expectation that the Company has adequate resources to continue in existence for the foreseeable future. The Directors are satisfied that, at the time of approving the financial statements, it is appropriate to adopt the going concern basis in preparing the financial statements.

Company secretary

Ogier Global Company Secretary (Jersey) Limited (appointed 21 March 2022).

This report was approved by the board and signed on its behalf.

Secretary
Ogier Global Company Secretary (Jersey) Limited

Date: 16 February 2023

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Statement of Comprehensive Income

	For the period ended 31 December 2022
	€
Income	-
Expenses	-
Profit on ordinary activities before taxation	-
Taxation	-
Total comprehensive income for the period	<u>-</u>

There were no items of other comprehensive income for the financial period ended 31 December 2022 other than those included in the Statement of Comprehensive Income.

The notes on pages 7 to 11 form an integral part of these financial statements.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Statement of Financial Position

	Notes	As at 31 December 2022 €
Current Assets		
Trade and other receivables	5	10
Net assets		<u>10</u>
Capital and reserves	6	10
Share capital		
Total equity		<u>10</u>

The financial statements on pages 7 - 11 were approved and authorised for issue by the board of Directors on
14 February 2023 and signed on its behalf by:

Director

The notes on pages 7 to 11 form an integral part of these financial statements.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Statement of Cash Flows

As at 31 December
2022
€

Cash flows from operating activities	
Total comprehensive income for the period	-
Changes in working capital	-
Net cash flows from operating activities	-
Net cash flows from investing activities	-
Net cash flows from financing activities	-
Net increase in cash and cash equivalents	-
Cash and cash equivalents at the beginning of the period	-
Cash and cash equivalents at the end of the period	-

The notes on pages 7 to 11 form an integral part of these financial statements.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Statement of Changes in Equity

	Share capital	Retained Earnings	Total Equity
	€	€	€
Balance at 21 March 2022	-	-	-
Shares issued during the period	10	-	10
Total comprehensive income for the period	-	-	-
Balance at 31 December 2022	<u>10</u>	<u>-</u>	<u>10</u>

The notes on pages 7 to 11 form an integral part of these financial statements.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Notes to the Financial Statements

1. General information and activities

Newpoint Surety Asset Finance Ltd (the 'Company') is a private limited liability company incorporated in Jersey. The principal activity of the Company is to issue notes under a programme. The purpose of setting up the entity is to purchase securities or collateral from NFG and/or to issue securities or lend money to insurance companies for regulatory capital purposes. The Company's registered office is 3rd Floor, 44 Esplanade, St. Helier, Jersey, JE4 9WG.

2. Statement of compliance

The financial statements of the Company are the first set of financial statements prepared for the period from incorporation on 21 March 2022 to 31 December 2022. The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and in compliance with the Companies (Jersey) Law 1991, as amended.

3. Summary of significant accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to the period presented, unless otherwise stated.

(a) Basis of preparation

These financial statements (the 'financial statements') have been prepared on the going concern basis, under the historical cost convention. The preparation of financial statements in conformity with IFRS issued by IASB requires the use of certain accounting estimates. It also requires management to exercise judgement in the process of applying the accounting policies. These financial statements are presented in EUR (€) which is the Company's functional and reporting currency.

New and amended standards, and interpretations, mandatory for the first time for the financial year beginning 1 January 2022:

- Reference to the Conceptual Framework (Amendments to IFRS 3)
- Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)
- Annual Improvements to IFRS Standards 2018-2020 (Amendments to IFRS 1, IFRS 9, IFRS 16, IAS 41)

The above new and amended standards and interpretations have not had a material impact on the Company's financial statements in the current period.

New standards, amendments and interpretations issued but effective for the financial period beginning 1 January 2023 or later and not early adopted:

- IFRS 17 Insurance Contracts
- Classification of Liabilities as Current or Non-current (Amendments to IAS 1)
- Definition of Accounting Estimates (Amendments to IAS 8)
- Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)
- Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12)
- Lease Liability in a Sale and Leaseback - Amendments to IFRS 16

At the date of authorisation of these financial statements, several new, but not yet effective standards, amendments and interpretations have been published by the IASB, including those listed above. These standards, amendments and interpretations have not been adopted by the Company, and they are not expected to have a significant impact on the financial statements.

Financial Statements for the period ended 31 December 2022

Notes to the Financial Statements (continued)

3. Summary of significant accounting policies (continued)

(b) Going concern

The Directors have reasonable expectation that the Company will continue in existence for the foreseeable future. Although the Company is in a net liability position at the financial period end, the Directors are satisfied that, at the time of approving the financial statements, it is appropriate to adopt the going concern basis in preparing the financial statements on the basis that the shareholders will continue to meet obligations for a period of at least 12 months following the approval of these financial statements.

(c) Financial assets

A financial asset is recognised when the Company becomes a party to the contractual provisions of the asset. Financial assets are derecognised when the Company's contractual rights to the cash flows from the financial assets expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred, or it neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control over the transferred asset. Any interest in transferred financial assets that is created or retained by the Company is recognised as a separate asset or liability.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e. the date that the Company commits to purchase or sell the asset.

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Company has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

Financial assets are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, non-derivative financial assets are measured according to the following category:

(1) Loans and receivables

Loans and receivables are financial assets with fixed or determinable payments that are not quoted in an active market.

Based on the Company's business model these instruments are classified as debt instruments at amortised cost. Loans and receivables comprise trade and other receivables which are subsequently measured at amortised cost using the effective interest method, less any impairment losses. Impairment losses are calculated using the expected credit loss model, except for trade receivables for which lifetime credit losses are calculated under the simplified approach of IFRS 9.

Notes to the Financial Statements (continued)

3. Summary of significant accounting policies (continued)

(d) Impairment of financial assets

The Company applies the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables.

Trade receivables are written off when there is no reasonable expectation of recovery. Indicators that there is no reasonable expectation of recovery include, amongst others, the failure of a debtor to engage in a repayment plan with the Company, and a failure to make contractual payments for a period of greater than 120 days past due.

Impairment losses on trade receivables are presented as net impairment losses within operating profit. Subsequent recoveries of amounts previously written off are credited against the same line item.

(e) Share capital

Share capital is classified as equity and is carried at the amount that would be payable at the end of the reporting year had the Company been liquidated on that date, with other net assets liquidated at their carrying amounts.

(f) Foreign currency transaction

Items included in the financial statements are measured using the currency of the primary economic environment in which the Company operates (the 'functional currency'). The financial statements are presented in Euro, which is the Company's functional and presentational currency. In preparing the financial statements, transactions in currencies other than the functional currency of the Company are recorded at the rates of exchange prevailing on the dates of the transactions. At each reporting date, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing on such date. Non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

Gains and losses arising on retranslation are included in the Statement of Comprehensive Income, except for exchange differences arising on non-monetary assets and liabilities where the changes in fair value are recognised directly in equity.

(g) Expenses

Expenses are included on an accruals basis. Certain administrative expenses of the Company are paid and recognised by NFG and therefore do not appear in these financial statements.

(h) Taxation

The Company is subject to Jersey corporation taxation at the rate of 0%.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Notes to the Financial Statements (continued)

4. Critical accounting judgments and estimation of uncertainty

The preparation of the financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of income and expenses during the reporting period. The estimates and assumptions used in the financial statements are based on management's evaluation of relevant facts and circumstances as of the date of the financial statements. Actual amounts and results could differ from such estimates and assumptions.

Disclosures are required about the key sources of estimation, uncertainty and a summary of judgments management has made in the process of applying the accounting policies. The Company does not have any matters falling within the scope of these disclosures.

5. Trade and other receivables	2022	€
Unpaid share capital	10	
6. Called up share capital	2022	€
Issued and fully paid		
10 Class A Common shares of EUR1.00 per share	<u><u>10</u></u>	

The holders of common shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company.

7. Financial risk management objectives

The Company's activities expose it to a variety of financial risks, including market risk (including currency risk, interest rate risk and price risk), liquidity risk and credit risk.

The financial risks are related to the following financial instruments: trade and other receivables and trade and other payables. The main risks arising from holding the Company's financial instruments are detailed below together with the policies adopted by the Directors to manage these risks.

(a) Market risk

(i) Currency risk

Currency risk is the risk of financial loss to the Company due to unfavourable movements in exchange rates. The Company's financial instruments are denominated in Euro, which is the functional currency of the Company. The Directors therefore believe there is no currency risk.

(ii) Interest rate risk

Interest rate risk is the risk of financial loss to the Company due to movements in interest rates. The Company does not hold any assets or liabilities that are exposed to movements in interest rates. The Directors therefore believe there is no interest rate risk.

Newpoint Surety Asset Finance Ltd
Financial Statements for the period ended 31 December 2022
Notes to the Financial Statements (continued)

7. Financial risk management objectives (continued)

(b) Liquidity risk

Liquidity risk is the risk that the Company will be unable to meet its liabilities when they fall due. The Company monitors its risk to a shortage of funds by reviewing projected cashflows derived from operations. As the Company has no cash flows there is no liquidity risk.

(c) Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from trade and other receivables. The Company's exposure to credit risk is very low given the minimal value of its receivables.

(d) Fair values of financial assets and liabilities

Financial instruments comprise financial assets, including trade and other receivables. Due to the size of the Company's asset, the Directors do not consider there to be any risk on the fair value of its financial asset.

(e) Capital risk management

The primary objective of the Company's capital management is to ensure that it maintains a strong credit rating and healthy capital ratios to support its business and maximise shareholder value. The Directors do not believe there is any capital risk management required due to the size and principal activity of the Company.

All of the Company's financial assets are classified as receivables at amortised cost.

The fair value of the Company's financial asset is not materially different from its carrying values at the reporting date and the Directors do not consider there to be any risk on the fair value of its financial asset.

8. Financial Instruments **2022**

The Company has the following financial instrument: €

Financial assets at amortised cost:

Trade and other receivables	10
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9. Related party disclosures

During the period, Ogier Global Company Secretary (Jersey) Limited provided administration and accountancy services to the Company, however, these expenses were paid by NFG on behalf of the Company without the need for reimbursement, and therefore have not been included within these financial statements.

No other transactions with related parties occurred during the financial period.

10. Ultimate controlling party

The Directors regard the ultimate controlling party to be Ogier Global Charitable Trust (Jersey) Trustee of the Newpoint Surety Asset Finance (Jersey) Trust.

11. Events after the reporting period

There are no significant events after the reporting period that require adjustment or disclosure.

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