**INFORMATION SHEET RELATING TO THE £**[***AMOUNT***] **EURO-COMMERCIAL PAPER PROGRAMME OF [*ISSUER*]**

**TERMS AND CONDITIONS**

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| **Issuer:**  | [●] |
| [**Guarantor:** | [●]] |
| **Arranger:** | [●] |
| **Dealer(s):** | [●] |
| **Issue and Paying Agent:**  | [●] |
| **Maximum****Amount of the** **Programme:** | The outstanding principal amount of the Notes will not exceed £[●],000,000 at any time. The Maximum Amount may be increased from time to time in accordance with the Dealer Agreement. |
| **[Guarantee:** | The Notes have the benefit of the Guarantee] |
| **Form of the Notes:** | The Notes will be in bearer form. The Notes will initially be in global form (“**Global Notes**”). A Global Note will be exchangeable into definitive notes (“**Definitive Notes**”) only in the circumstances set out in that Global Note. |
| **Delivery:** | Global Notes will be deposited with a common depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or with any other clearing system2. Account holders will, in respect of Global Notes, have the benefit of a Deed of Covenant dated [●] (the “**Deed of Covenant**”), copies of which may be inspected during normal business hours at the specified office of the Issue and Paying Agent. Definitive Notes (if any are printed) will be available in London for collection or for delivery to Euroclear, Clearstream, Luxembourg or any other recognised clearing system. |
| **Currencies:** | Notes may be denominated in Sterling only. |
| **Term of Notes:** | The tenor of the Notes shall be not less than one day or more than 364 days from and including the date of issue, to (and including) the maturity date, subject to compliance with any applicable legal and regulatory requirements. |
| **Denomination of the Notes:** | Notes shall be issued in denominations of £100,000 (or integral multiples thereof)/ |
| **Listing:** | The Notes will not be listed on any stock exchange. |
| **Yield Basis:** | The Notes will be issued at a discount and will not bear interest. |
| **Redemption:** | The Notes will be redeemed as specified in the Notes. |
| **Status of the Notes:** | The Issuer’s obligations under the Notes will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer other than obligations mandatorily preferred by law applying to [companies]/[limited liability partnerships] generally. |
| [**Status of the Guarantee:** | The Guarantor’s obligations under the Guarantee rank and will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to [companies]/[limited liability partnerships] generally.] |
| **Selling Restrictions:** | Offers and sales of Notes and the distribution of this Information Memorandum and other information relating to the Issuer[, the Guarantor] and the Notes are subject to certain restrictions as set out in the Dealer Agreement the Issuer[, the Guarantor] and [●] dated [●]. |
| **Taxes:** | All payments in respect of the Notes[ and the Guarantee] shall be made without withholding or deduction for or on account of any taxes imposed by [*Issuer jurisdiction*][ or [*Guarantor jurisdiction*]], unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer[ or the Guarantor, as the case may be,] shall, subject to certain exceptions, be required to pay such additional amounts as shall result in receipt by the holder of such amounts as would have been received by it had no such withholding or deduction been required. |
| **Governing Law:** | The Notes[ and the Guarantee] and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with English law. |